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

In re:	)	Chapter 11
AIR BALTIC CORPORATION AS, <i>et al.</i> , ¹	)	Case No. 26-12188 (LGB)
Debtors.	)	(Jointly Administered)

NOTICE OF FILING OF FINAL DIP ORDER AND DIP CREDIT AGREEMENT

PLEASE TAKE NOTICE that, on September 14, 2026, the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”), filed the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Obtain Postpetition Financing; (II) Granting Liens and Providing Claims With Superpriority Administrative Expense Status; (III) Granting Adequate Protection to the Prepetition Secured Parties; (IV) Modifying the Automatic Stay; and (V) Granting Related Relief* [Dkt. No. 20] (the “DIP Motion”) with the United States Bankruptcy Court for the Southern District of New York (the “Court”).

PLEASE TAKE FURTHER NOTICE that on September 16, 2026, the Court entered the *Interim Order, Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 365, 503, 506(C) and 507 and Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014, (A) Authorizing the Debtors to Obtain Senior Secured Superpriority Postpetition Financing, (B) Granting Senior Liens and Providing Claims With Superpriority Administrative Expense Status, (C) Modifying the Automatic Stay, (D) Authorizing Repayment of Indebtedness on, and Transfer of Ownership to Debtor of, Aircraft Collateral and Other Assets Securing EDC/Axiom Finance Leases That Are Being Pledged as Part of Initial Tranche 1 DIP Collateral, (F) Scheduling a Final Hearing, and (H) Granting Related*

¹ The Debtors in these Chapter 11 Cases are: Air Baltic Corporation AS, Air Baltic Training, SIA, and Baltijas Kravu Centrs SIA. The Debtors’ service address is Tehnikas Street 3, Lidosta “Rīga”, Mārupe Parish, Mārupe District, LV-1053, Latvia.

Relief [Dkt. No. 45] (the “Interim DIP Order”), approving the DIP Motion on an interim basis and scheduling a final hearing.²

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit A** is a proposed *Final Order, Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 365, 503, 506(C) and 507 and Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014, (A) Authorizing the Debtors to Obtain Senior Secured Superpriority Postpetition Financing, (B) Granting Senior Liens and Providing Claims With Superpriority Administrative Expense Status, (C) Modifying the Automatic Stay, (D) Authorizing Repayment of Indebtedness on, and Transfer of Ownership to Debtor of, Aircraft Collateral and Other Assets Securing EDC/Axiom Finance Leases That Are Being Pledged as Part of Initial Tranche 1 DIP Collateral, (F) Scheduling a Final Hearing, and (H) Granting Related Relief* (the “Proposed Final DIP Order”).³ A redline comparing the Proposed Final DIP Order against the Interim DIP Order is attached hereto as **Exhibit B**.

PLEASE TAKE FURTHER NOTICE that attached hereto as **Exhibit C** is a form of that certain *Super-Priority Debtor-in-Possession Term Loan Agreement*, dated as of [•], 2026, among Air Baltic Corporation AS, as Borrower, the Guarantors party thereto, Barclays Bank Ireland PLC, as Fronting Lender, each of the several financial institutions or entities from time to time party thereto as a DIP Lender, Strategic Value Partners, LLC, as DIP Arranger, GLAS USA LLC, as DIP Administrative Agent, and GLAS Americas LLC, as DIP Collateral Agent (the “DIP Credit Agreement”).

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the DIP Credit Agreement and entry of the Proposed Final DIP Order has been scheduled for **October 9, 2026, at 10:00 a.m.** (prevailing Eastern Time) before the Honorable Lisa G. Beckerman, United States Bankruptcy Judge for the Southern District of New York.

PLEASE TAKE FURTHER NOTICE that copies of all relevant pleadings may be viewed and/or obtained: (i) by accessing the Court’s website at <http://www.nysb.uscourts.gov>, or (ii) from the Debtors’ claims and noticing agent, Epiq, at <https://dm.epiq11.com/AirBaltic>, or by calling 877-350-7875 (U.S./Canada) (toll free) or +1 971-257-1517 (International), or by e-mail via airbaltic@epiqglobal.com. Note that a PACER password is needed to access documents on the Court’s website.

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² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the DIP Motion or the Interim DIP Order, as applicable.

³ The Proposed Final DIP Order remains subject to ongoing review and negotiations by the Debtors, the DIP Secured Parties, the Creditors’ Committee, and certain other parties in interest.

Dated: New York, New York
October 2, 2026

MILBANK LLP

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Exhibit A

Proposed Final DIP Order

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

In re:

AIR BALTIC CORPORATION AS, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 26-12188 (LGB)
)
) (Jointly Administered)
)

**FINAL ORDER, PURSUANT TO
11 U.S.C. §§ 105, 361, 362, 363, 364, 365, 503, 506(C),
507 AND 552 AND BANKRUPTCY RULE 2002, 4001, 6003, 6004, AND 9014,
(A) AUTHORIZING THE DEBTORS TO OBTAIN SENIOR SECURED
SUPERPRIORITY POSTPETITION FINANCING, (B) GRANTING
SENIOR LIENS AND PROVIDING CLAIMS WITH SUPERPRIORITY
ADMINISTRATIVE EXPENSE STATUS, (C) MODIFYING THE AUTOMATIC
STAY, (D) AUTHORIZING REPAYMENT OF INDEBTEDNESS ON, AND
TRANSFER OF OWNERSHIP TO DEBTOR OF, AIRCRAFT COLLATERAL
AND OTHER ASSETS SECURING EDC/AXIOM FINANCE LEASES THAT
ARE BEING PLEDGED AS PART OF INITIAL TRANCHE 1 DIP COLLATERAL,
AND (E) GRANTING RELATED RELIEF**

Upon the motion, dated September 14, 2026 [ECF No. 20] (the “DIP Credit Facility Motion”),² of the above referenced debtors and debtors-in-possession in these Chapter 11 cases (collectively, the “Debtors” and each a “Debtor”): (a) the Debtor Air Baltic Corporation AS, as borrower (the “Borrower”), and (b) the Debtors Air Baltic Training, SIA and Baltijas Kravu Centrs SIA, as guarantors (collectively, the “Guarantors”, and along with the Borrower, the “Loan Parties”), pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(e), 365, 506(c), 507

¹ The Debtors in these Chapter 11 Cases are: Air Baltic Corporation AS, Air Baltic Training, SIA, and Baltijas Kravu Centrs SIA. The Debtors’ service address is Tehnikas Street 3, Lidosta “Rīga”, Mārupe Parish, Mārupe District, LV-1053, Latvia.

² Capitalized terms used herein and not herein defined have the meaning ascribed to such terms in (1) the *Interim Order Pursuant To 11 U.S.C. §§ 105, 361, 362, 363, 364, 365, 503, 506(C) And 507 And Bankruptcy Rule 2002, 4001, 6003, 6004, And 9014, (A) Authorizing The Debtors To Obtain Senior Secured Superpriority Postpetition Financing, (B) Granting Senior Liens And Providing Claims With Superpriority Administrative Expense Status, (C) Modifying The Automatic Stay, (D) Authorizing Repayment Of Indebtedness On, And Transfer Of Ownership To Debtor Of, Aircraft Collateral And Other Assets Securing EDC/Axiom Finance Leases That Are Being Pledged As Part Of Initial Tranche 1 DIP Collateral, (F) Scheduling A Final Hearing, And (H) Granting Related Relief* [ECF No. 45] (the “Interim Order”) or (2) the DIP Credit Agreement (as defined below), as applicable.

and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014, and the Local Rules, seeking entry of the Interim Order and this final order (the “Final Order”), including, *inter alia*:

- (i) authorizing Debtor Air Baltic Corporation AS, as the Borrower, and Debtors Air Baltic Training, SIA and Baltijas Kravu Centrs SIA, as the Guarantors, to obtain the postpetition, superpriority, senior secured, priming debtor-in-possession financing facility (the “DIP Credit Facility”) subject to the terms and conditions set forth in that certain *Super-Priority Debtor-in-Possession Term Loan Agreement, dated as of [•], 2026, among Air Baltic Corporation AS, as Borrower, the Guarantors party thereto, Barclays Bank Ireland PLC, as Fronting Lender, each of the several financial institutions or entities from time to time party thereto as a DIP Lender, Strategic Value Partners, LLC, as DIP Arranger, GLAS USA LLC, as DIP Administrative Agent, and GLAS Americas LLC, as DIP Collateral Agent* filed concurrently with this Final Order (as such may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the “DIP Credit Agreement”)³ provides for:
 - a. **Tranche 1 DIP Loans:** Tranche 1 DIP Loans in an aggregate amount of €175,000,000 DIP Loans (the “Tranche 1 DIP Loans”) as follows: (i) an initial sub-tranche of €140,000,000 or such other amount of the Tranche 1 DIP Loans as authorized under the terms of the Interim Order (the “Initial Tranche 1 DIP Loans”) and (ii) the remaining €35,000,000 of the Tranche 1 DIP Loans, constituting the “Final Order Tranche 1 DIP Loans” under Section 2.01(a)(ii) of the DIP Credit Agreement and subject to the satisfaction of the conditions precedent in Section 5.02 of the DIP Credit Agreement, being made available after entry of this Final Order;
 - b. **Tranche 2 DIP Loans:** subject to satisfaction or waiver of the conditions precedent in Section 5.03 of the DIP Credit Agreement, including, *inter alia*, the applicable Tranche 2 Milestones in Schedule 1.1(b) thereof and the entry and continued effectiveness of the Final Order, additional DIP Loans in an aggregate amount of up to €125,000,000 (the “Tranche 2 DIP Loans”); and
 - c. **Tranche 3 DIP Loans:** subject to satisfaction or waiver of the conditions precedent in Section 5.04 of the DIP Credit Agreement, including, *inter alia*, the applicable Tranche 3 Milestones in Schedule 1.1(b) thereof and the entry and continued effectiveness of the Final Order, additional DIP Loans in an aggregate amount of up to €50,000,000 of DIP Loans (the “Tranche 3 DIP”

³ Until the DIP Lenders affect the assignment of any funded DIP Loans from the Fronting Lender under the terms of the Commitment Letter, DIP Lenders also include the Fronting Lender. For the avoidance of doubt, and notwithstanding anything to the contrary herein, the Fronting Lender, by acting in such capacity, does not make any commitments, undertake any obligations, or waive any rights, including whether to take or not take any action or to exercise or seek to exercise any rights or remedies, in each case in connection with any other claims or interests it may hold against any of the Debtors.

Loans”, and along with the Tranche 1 DIP Loans and the Tranche 2 DIP Loans, the “DIP Loans”);

in each case, subject to the terms of the DIP Credit Agreement and the other DIP Loan Documents;

- (ii) approving the terms of, and authorizing the Debtors to perform all obligations under, the DIP Credit Agreement and the other DIP Loan Documents, and to perform all such other and further acts as may be required, necessary, or desirable in connection with the effectuation of the transactions contemplated under the DIP Credit Agreement and the other DIP Loan Documents;
- (iii) authorizing the Borrower (a) to use a portion of the proceeds from the Initial Tranche 1 DIP Loans to, in accordance with the terms of the Finance Leases and related finance documents, indefeasibly repay and satisfy in full the obligations (including all fees, costs and expenses whatsoever payable in respect of such repayment) owed, directly or indirectly, to Export Development Canada and/or Axiom Baltic Services Ltd. under or in connection with the finance leases (collectively, the “EDC/Axiom Finance Leases” and such obligations, the “EDC/Axiom Finance Lease Obligations”) under which the Aircraft Collateral and other assets (including, for the avoidance of doubt, the Export Development Canada flight simulator) securing such EDC/Axiom Finance Lease Obligations are currently pledged as collateral (all such pledged assets (including the Aircraft Collateral) are collectively referred to herein as the “Finance Lease Collateral”), and thereby release and discharge all liens, encumbrances and rights granted in connection with such EDC/Axiom Finance Leases and the EDC/Axiom Finance Lease Obligations, (b) to effect the transfer of the Finance Lease Collateral from the special purpose entities that currently hold such Finance Collateral to the Borrower and (c) to grant first priority liens on all such Finance Lease Collateral to the DIP Collateral Agent as a portion of the Initial Tranche 1 DIP Collateral, subject to Permitted Liens (as defined in the DIP Credit Agreement), and (d) to effectuate any other transactions or matters contemplated under the DIP Credit Agreement or other DIP Loan Documents or related to the foregoing to ensure that the Borrower has granted a first priority security interest free and clear of any other liens, claims and encumbrances (other than liens (x) arising in the ordinary course of business comprising mechanics liens, liens mandatorily provided by operation of law, liens securing aviation authority fees and charges, landing fees and EU ETS charges and (y) none of which shall be for obligations that are past due as of the Interim Closing Date) to the DIP Collateral Agent to secure the DIP Loans and the DIP Obligations (each as provided for under the DIP Credit Agreement), other than Permitted Liens; and all of which transactions occurred substantially concurrently with each other on the Interim Closing Date (as defined in the DIP Credit Agreement);
- (iv) providing for the Guarantors to jointly and severally guarantee on a senior secured superpriority basis any borrowing for the DIP Loans and other DIP Obligations, as set forth in the DIP Credit Agreement and the other DIP Loan Documents;

- (v) granting to the DIP Collateral Agent under this Final Order and the Interim Order, for the benefit of the DIP Secured Parties, valid, enforceable, non-avoidable and automatically perfected DIP Liens (as defined below) on all of the DIP Collateral (as defined in the DIP Credit Agreement), including: (A) senior secured superpriority liens on and security interests in assets of the Debtors consisting of the DIP Collateral (other than the Junior Lien Collateral, as defined in the DIP Credit Agreement); and (B) senior secured superpriority liens on and security interests in all unencumbered assets of the Debtors (including without limitation all cash and bank accounts of the Debtors); [*provided* that (x) senior secured superpriority liens on and security interests in any Avoidance Actions⁴ and Avoidance Action Proceeds (as defined below) are being granted under this Final Order and, (y) until entry of the Priming Order, DIP Liens are not granted on any assets of the Debtors that are, as of the Petition Date, subject to validly perfected liens securing the obligations under the Pre-Petition Bonds;]
- (vi) authorizing the Loan Parties to execute and deliver (A) any agreements or instruments to effect, in accordance with the terms of the Finance Leases and related finance documents, the indefeasible payment in full of the EDC/Axiom Finance Lease Obligations and to discharge the EDC/Axiom Finance Lease Obligations, (B) any agreements or instruments to satisfy the terms and conditions of the DIP Credit Agreement, (C) any collateral perfection documents reasonably determined to be necessary or advisable by the Majority DIP Lenders and (D) all other documentation, including security agreements, trust agreements, pledge agreements, control agreements, mortgages, guarantees, promissory notes, certificates, hedging agreements, instruments, notes, financing statements, each fee letter entered into by any Debtor in connection with the DIP Credit Facility and such other documentation which may be necessary or required to implement the transactions contemplated under the DIP Credit Facility and for the parties to perform thereunder and/or that may be reasonably requested by the Majority DIP Lenders, in each case, as provided for or permitted under the DIP Credit Agreement and the other DIP Loan Documents;
- (vii) authorizing the Debtors to borrow the DIP Loans and utilize such funds pursuant to the terms set forth in the DIP Credit Agreement, this Final Order, the Interim Order and the other DIP Loan Documents;
- (viii) authorizing the Debtors to incur the obligations under the Initial Tranche 1 DIP Loans and issue any notes or other evidence of such DIP Loans and to incur such obligations thereunder, and incur such other loans, advances, extensions of credit, financial accommodations, reimbursement obligations, fees (including, without limitation, administrative agency fees and other fees payable to the DIP Secured Parties under the DIP Credit Agreement and the other DIP Loan Documents), along

⁴ “Avoidance Actions” are any and all avoidance actions arising under section 502(d), 544, 545, 547, 548, 550, and 553 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code or similar non-Bankruptcy Code law, and any property received or recovered thereby or proceeds thereof shall be the “Avoidance Action Proceeds”.

with other costs, expenses and other liabilities, and all other obligations (including indemnities and similar obligations, whether contingent or absolute), in each case, due or payable under the DIP Credit Agreement and the other DIP Loan Documents, and regardless of whether such occurred prior to or after the Petition Date (collectively, all such obligations, the “DIP Obligations”) and to perform such other and further acts as may be necessary, desirable or appropriate in connection therewith;

- (ix) subject to the Carve-Out (as defined below), granting to the DIP Agent and the other DIP Secured Parties allowed superpriority administrative expense claims status in each of the Chapter 11 Cases and any Successor Cases (as defined below) pursuant to section 364(c)(1) of the Bankruptcy Code in respect of all DIP Obligations;
- (x) authorizing the Debtors to use proceeds of the DIP Credit Facility solely in accordance with this Final Order, the DIP Credit Agreement and the other DIP Loan Documents, and the Approved Budget (subject to Permitted Variances, each as defined in the DIP Credit Agreement);
- (xi) authorizing the Debtors to pay (including pay in kind and capitalize as principal obligations, as applicable) the principal, interest, fees, expenses and other DIP Obligations payable under, and in accordance with the terms of, this Final Order, the DIP Credit Agreement and the other DIP Loan Documents;
- (xii) vacating and modifying the automatic stay under section 362 of the Bankruptcy Code (the “Automatic Stay”) to the extent set forth herein and to the extent necessary to permit the Loan Parties and the DIP Secured Parties to implement and effectuate the terms, provisions and transactions provided for and/or contemplated under this Final Order, the DIP Credit Agreement and the other DIP Loan Documents, and to deliver any notices as may be required in connection therewith and/or with the enforcement of any terms under the DIP Credit Agreement and the other DIP Loan Documents and as further set forth herein;
- (xiii) waiving any applicable stay (including, *inter alia*, under Bankruptcy Rule 6004) and providing for immediate effectiveness of this Final Order; and
- (xiv) establishing and scheduling the procedures for the Priming Hearing (as defined herein) in connection with obtaining the Priming Order.

The Court having considered the relief requested in the DIP Credit Facility Motion, the exhibits attached thereto, the *Declaration of Vitolds Jakovlevs in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Dkt. No. 14] (the “First Day Declaration”), the *Declaration of Stephan T. Krastev in Support of Debtors’ Motion for Entry of Interim and Final Order (I)*

Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief [Dkt. No. 21] (the “Krastev Declaration”, and along with the First Day Declaration, the “Supporting Declarations”), the DIP Credit Agreement filed at [ECF No. ____]; and the evidence submitted and arguments made at the hearing held on September 15, 2026 (the “Interim Hearing”); and the Court having entered, after the Interim Hearing, the Interim Order entered on September 16, 2026 [ECF No. 45]; and the evidence submitted and arguments made at the final hearing held on October [9], 2026 (the “Final Hearing”); and due and sufficient notice of the Final Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(c) and (d), 6004 and all applicable Bankruptcy Local Rules; and the Final Hearing having been held and concluded; and all objections, if any, to the final relief requested in the DIP Credit Facility Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the relief requested in the DIP Credit Facility Motion is necessary to avoid irreparable harm to the Debtors and their estates, otherwise is fair and reasonable and in the best interests of the Debtors and their estates and is essential for the continued operation of the Debtors’ businesses and the preservation of the value of the Debtors’ assets; and the Court having determined that the legal and factual bases set forth in the DIP Credit Facility Motion establish just cause for the relief granted herein; and it appearing that the Debtors’ entry into the DIP Term Sheet, the DIP Credit Agreement, and the other DIP Loan Documents is a sound and prudent exercise of the Debtors’ business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor.

BASED UPON THE RECORD ESTABLISHED AT THE FINAL HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:⁵

A. **Petition Date.** On September 14, 2026 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “Court”) commencing these chapter 11 cases (the “Chapter 11 Cases”). On September 14, 2026, this Court entered an order approving the joint administration of the Chapter 11 Cases.

B. **Debtors in Possession.** The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. As of the date hereof, no trustee or examiner has been appointed.

C. **Creditors’ Committee.** On September 25, 2026, the U.S. Trustee appointed the official committee of unsecured creditors [ECF No. 58] (the “Creditors’ Committee”).

D. **Jurisdiction and Venue.** This 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.). Consideration of the DIP Credit Facility Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. Sections 105, 363, 364, 503, 506, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014, and the Local Rules provide the bases for the relief sought in the DIP Credit Facility Motion and granted in this Final Order.

⁵ The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

E. **Notice.** Notice of the Final Hearing and the relief requested in the DIP Credit Facility Motion has been provided by the Debtors, in accordance with and compliance with Bankruptcy Rules 2002, 4001, and 9014, as well as the Local Rules, and is due, sufficient, and appropriate notice, and complies with section 102(1) of the Bankruptcy Code. Without limiting the foregoing, due notice was afforded, whether by email, overnight courier and/or hand delivery to the Notice Parties. No other or further notice of the DIP Credit Facility Motion with respect to the relief requested at the Final Hearing or the entry of this Final Order shall be required.

F. **No Control.** None of the DIP Agent or the other DIP Secured Parties are control persons or insiders of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from this Final Order, the Interim Order, the DIP Credit Facility, or the other DIP Loan Documents.

G. **No Claims or Causes of Action.** As of the date hereof, there exist no claims or causes of action against the DIP Agent or the other DIP Secured Parties with respect to, in connection with, related to, or arising from this Final Order, the Interim Order, the DIP Credit Agreement, the other DIP Loan Documents or otherwise that may be asserted by the Debtors.

H. **No Credit Available on More Favorable Terms.** As set forth in the DIP Credit Facility Motion and the Supporting Declarations, the Debtors are unable to obtain: (i) financing on more favorable terms and conditions from sources other than the DIP Lenders under the DIP Loan Documents; (ii) adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense; or (iii) credit for money borrowed with priority over any or all administrative expenses of the kind specified in sections 503(b) or 507(b) of the Bankruptcy Code, and have only been able to obtain credit for money borrowed that is secured by, subject to the terms of the DIP Credit Agreement, a lien on the DIP Collateral. The Debtors have

also been unable to obtain credit for borrowed money without granting the DIP Liens (as defined below) and the DIP Superpriority Claims to (or for the benefit of) the DIP Secured Parties. Accordingly, the DIP Credit Facility is the best source of debtor in possession financing available to the Debtors.

I. **Extension of Financing.** The DIP Secured Parties have indicated a willingness to provide the DIP Credit Facility (and the DIP Loans thereunder) to the Loan Parties in accordance with this Final Order, the Interim Order, the other DIP Loan Documents and the Approved Budget, and subject to (i) the entry of this Final Order, (ii) approval and ratification of the Debtors' entry into the DIP Credit Agreement and the other DIP Loan Documents, and each of their respective terms, and (iii) findings by this Court that such financing is essential to the Debtors' estates (and the continued operation of the Debtors), that the DIP Secured Parties are good-faith financiers, and that the DIP Secured Parties' claims, superpriority claims, security interests and liens, rights, and other protections granted pursuant to and in connection with this Final Order, the Interim Order, and the DIP Loan Documents (including the DIP Superpriority Claims and the DIP Liens), will not be affected by any subsequent reversal, modification, vacatur, stay or amendment of, as the case may be, this Final Order, the Interim Order or any other order, as provided in section 364(e) of the Bankruptcy Code.

J. **Business Judgment and Good Faith Pursuant to Section 364(e).**

(i) The DIP Credit Facility, the DIP Term Sheet and the other DIP Loan Documents result from a competitive process the Debtors, along with their advisors, conducted to select the best available financing under the circumstances. The DIP Credit Facility, the DIP Term Sheet and the other DIP Loan Documents were negotiated in good faith and at arm's length among the Loan Parties and each DIP Secured Party. The terms and conditions of the DIP Credit Facility,

the DIP Term Sheet and the other DIP Loan Documents, and the fees paid and to be paid thereunder, are fair, reasonable, and the best available under the circumstances, reflect the Debtors' exercise of business judgment consistent with their fiduciary duties, and constitute reasonably equivalent value and consideration;

(ii) the fees, premiums, and other charges payable under the DIP Loan Documents (including, without limitation, but without duplication, the commitment fee provided in Section 2.10(a) of the DIP Credit Agreement, the upfront fee provided in Section 2.10(b) of the DIP Credit Agreement, the exit fee provided in Section 2.10(c) of the DIP Credit Agreement and the Minimum Return Amount provided for in Sections 2.13, 2.14 and the definition of DIP Obligations (subject to the other applicable terms of this Final Order) of the DIP Credit Agreement (as applicable), the DIP Agent fees under the DIP Agent Fee Letter, and other amounts payable under Section 11.04 of the DIP Credit Agreement) (collectively, all such fees and amounts, the "DIP Fees") are an integral component of the DIP Credit Facility, were negotiated at arm's length, in good faith, and without collusion, were a material inducement to each DIP Secured Party to provide and/or maintain the DIP Loans, and constitute reasonable and fair consideration for the DIP Secured Parties' agreement to extend credit and to bear the risks associated therewith; none of the DIP Fees constitute unmatured interest within the meaning of section 502(b)(2) of the Bankruptcy Code, a penalty, a forfeiture, or unenforceable liquidated damages under applicable non-bankruptcy law;

(iii) all obligations incurred, payments made, and transfers or grants of security set forth in this Final Order, the Interim Order, the DIP Credit Facility, the DIP Term Sheet and the DIP Loan Documents by any Loan Party are granted to or for the benefit of the Loan Parties for fair

consideration and reasonably equivalent value, and are granted contemporaneously with the making of the loans and/or commitments and other financial accommodations secured thereby; and

(iv) the use of proceeds from DIP Loans made under the DIP Credit Facility that may be extended under this Final Order, the Interim Order, the DIP Term Sheet and the other DIP Loan Documents are deemed to be extended by the DIP Lenders and the DIP Secured Parties in good faith and for valid business purposes and uses, and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Secured Parties (and the successors and assigns of each) are entitled to the full protection and benefits of section 364(e) of the Bankruptcy Code whether or not this Final Order, the Interim Order or any provision thereof are vacated, reversed or modified, on appeal or otherwise.

K. Finance Lease Collateral and Repayment of the EDC/Axiom Finance Leases.

As of the Petition Date, the Borrower is liable to Export Development Canada and/or Axiom Baltic Services Ltd. under the EDC/Axiom Finance Leases. The EDC/Axiom Finance Lease Obligations are secured by valid, enforceable, properly perfected, and non-avoidable security interests in and liens on all of the Finance Lease Collateral. The Debtors have material equity value in the Finance Lease Collateral. The DIP Lenders would not agree to provide the DIP Credit Facility without a first priority security interest over the Finance Lease Collateral. Accordingly, undertaking the indefeasible payoff in full of the EDC/Axiom Finance Lease Obligations associated with the Finance Lease Collateral, effecting the immediate transfers of such Finance Lease Collateral to the Borrower, and concurrently granting the DIP Secured Parties a first priority security interest over such Finance Lease Collateral so as to be able to draw upon the Initial Tranche 1 DIP Loans, all of which occurred substantially concurrently on the Interim Closing Date pursuant to the Interim Order, constituted prudent exercises of the Debtors' business

judgment, were in good faith and for valid business purposes, and such actions and transactions are hereby ratified and confirmed on a final basis as being in the best interests of the Debtors' estates.

L. **Relief Essential; Best Interest.** The relief requested in the DIP Credit Facility Motion (and provided in this Final Order and the Interim Order) is necessary, essential and appropriate for the continued operation of the Debtors' businesses and the management and preservation of their assets and property. Good and sufficient cause has been shown for the entry of this Final Order and for the authorization of the Debtors to obtain financing pursuant to the DIP Loan Documents and indefeasibly repay in full the EDC/Axiom Finance Lease Obligations. The Debtors have a critical need to obtain the relief set out herein, and will suffer irreparable harm if the interim relief is not granted. It is in the best interest of the Debtors' estates that the Debtors be allowed to enter into the DIP Credit Facility and the DIP Loan Documents (and entry into such documents is ratified), to incur the DIP Obligations, to indefeasibly repay in full the EDC/Axiom Finance Lease Obligations, and to grant the liens, claims, rights, and other protections contemplated by this Final Order, the Interim Order, the DIP Credit Facility, and the DIP Loan Documents to the DIP Secured Parties.

Based upon the foregoing findings and conclusions, the DIP Credit Facility Motion, the Supporting Declarations, and the record before this Court with respect to the DIP Credit Facility Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. **Motion Granted on Final Basis.** The DIP Credit Facility Motion is granted on a final basis in accordance with the terms and conditions set forth in this Final Order, the Interim Order, the DIP Credit Agreement and the other DIP Loan Documents. All funding under the DIP

Credit Facility, including the Final Order Tranche 1 DIP Loans and, subject to satisfaction of applicable conditions precedent and milestones under the DIP Credit Agreement and entry of a Priming Order, the Tranche 2 DIP Loans and the Tranche 3 DIP Loans, is hereby authorized. Any objections to the relief set forth in this Final Order that have not been withdrawn, waived, or settled are hereby denied and overruled.

2. **DIP Credit Facility.**

(a) **DIP Obligations.** The Debtors are expressly and immediately authorized and empowered (i) to enter into the transactions contemplated under the DIP Credit Agreement and the other DIP Loan Documents, and their entry into such agreements is hereby ratified and approved as valid and binding obligations of the Debtors, (ii) to incur the DIP Obligations in accordance with and subject to this Final Order, the Interim Order, the DIP Credit Agreement and the other DIP Loan Documents, (iii) to enter into, execute and/or deliver all additional DIP Loan Documents and all other instruments, certificates, agreements and documents contemplated thereby or hereby, and (iv) to take all actions, which may be required, otherwise necessary or deemed reasonable by the DIP Agents and/or the DIP Arranger for the performance by the Loan Parties under the DIP Credit Agreement and the other DIP Loan Documents and the creation and perfection of the DIP Liens described and provided for herein and therein. The Loan Parties are hereby authorized to pay, without further court order, all principal, interest, fees, costs and expenses, indemnities and other amounts described herein, in the DIP Credit Agreement and in the other DIP Loan Documents (including the DIP Obligations) as such shall accrue and become due hereunder or thereunder. Such fees and expenses incurred by the DIP Secured Parties include, *inter alia*, pre-petition fees and expenses arising in connection with the negotiation, drafting and implementation of the DIP Credit Facility, which the Loan Parties agreed to pay under the DIP

Loan Documents, and the Loan Parties are hereby authorized to pay such, without further court order. The DIP Loan Documents and all DIP Obligations represent, constitute and evidence, as the case may be, valid and binding, joint and several, obligations of the Loan Parties, enforceable against the Loan Parties, their estates and any successors thereto in accordance with their terms, and the terms of the DIP Credit Agreement and the other DIP Loan Documents are hereby fully ratified and approved. All obligations incurred, payments made, rights granted, and transfers or grants of security set forth in this Final Order, the Interim Order, the DIP Credit Agreement or the other DIP Loan Documents by any Loan Party are for fair consideration and reasonably equivalent value, and are granted contemporaneously with the making of the loans and/or commitments and other financial accommodations secured thereby. The obligations and guarantees incurred or made, payments made, transfers or grants of security as set forth in the DIP Loan Documents by any Loan Party as approved under this Final Order and the Interim Order shall not be stayed, restrained, voided, voidable or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any challenge, rejection, reduction, subordination, defense, recharacterization, avoidance, reduction, setoff, recoupment or counterclaim or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or any applicable non-bankruptcy law.

(b) **Authorization to Borrow.** Pursuant to this Final Order and the Interim Order, the Borrower is hereby authorized to borrow under the DIP Credit Facility, and the Guarantors are authorized to guarantee, on a joint and several basis, repayment of such DIP Obligations in respect of the DIP Credit Facility, which consists of an aggregate principal amount of up to €350,000,000: (i) Tranche 1 DIP Loans in an aggregate amount of €175,000,000 and (ii) subject in each case to satisfaction or waiver of the applicable conditions precedent and

Milestones under the DIP Credit Agreement and entry of the Priming Order, (A) Tranche 2 DIP Loans in an aggregate amount of up to €125,000,000 and (B) Tranche 3 DIP Loans in an aggregate amount of up to €50,000,000.

(c) **Intercompany Loans.** The Loan Parties are authorized to advance funds, including DIP Loan proceeds, amongst the Loan Parties and with affiliates thereof in accordance with the Approved Budget and the DIP Loan Documents. Until the DIP Obligations have been indefeasibly paid in full (other than contingent indemnification obligations for which no claim has been asserted) and the DIP Commitments have been terminated, any intercompany obligations owed by any of the Debtors shall be collaterally assigned to the DIP Collateral Agent for the benefit of the DIP Secured Parties in accordance with the terms of the DIP Loan Documents.

(d) **DIP Liens.** Subject to the concurrent extension of the Initial Tranche 1 DIP Loans and, in accordance with the terms of the Finance Leases and related finance documents, the indefeasible payoff in full of the EDC/Axiom Finance Lease Obligations, (effective as of the Closing Date under the Interim Order) and subject only to the Carve-Out (and, pending entry of the Priming Order, the Permitted Liens (as defined in the DIP Credit Agreement), the DIP Collateral Agent, for the benefit of the DIP Secured Parties and to secure the DIP Obligations, is granted, without the necessity of the execution, recordation or filing by the Loan Parties of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents or instruments, or the possession or control by the DIP Collateral Agent or any DIP Lender of, or over, any collateral, the following security interests and liens (all such liens and security interests granted to the DIP Collateral Agent, for the benefit of the DIP Secured Parties, pursuant to this Final Order, the Interim Order and the other DIP Loan Documents, collectively, the “DIP Liens” and the property subject to the DIP Liens, the “DIP Collateral”);

provided that, for the avoidance of doubt, “DIP Collateral” shall include all “DIP Collateral” as defined in the DIP Credit Agreement; *provided, further*, that, notwithstanding anything to the contrary contained herein, all rights of credit card processors under the Credit Card Arrangements (as defined in the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Maintain their Existing Customer Programs and Honor Prepetition Customer Obligations Related Thereto; (II) Modifying the Automatic Stay; and (III) Granting Related Relief* [Dkt. No. 8] (the “Customer Programs Motion”, and the Bankruptcy Court’s *Interim Order (I) Authorizing the Debtors to Maintain Their Existing Customer Programs and Honor Prepetition Customer Obligations Related There; (II) Modifying the Automatic Stay; and (III) Granting Related Relief* [ECF No. 38] approving the Customer Programs Motion together with any subsequent order of the Bankruptcy Court approving the Customer Programs Motion on a final basis, the “Customer Programs Orders”) and the Customer Programs Orders are hereby preserved and shall not be impaired in any way by this Final Order, the Interim Order, by the DIP Liens or by the DIP Loan Documents, and amounts held back by credit card processors in connection with credit card processing services provided to the Debtors and in accordance with the Credit Card Arrangements and the Customer Programs Orders related to such services shall not be subject to the DIP Liens unless and until such amounts are paid to the Debtors in accordance with the terms of the applicable agreements:

- i. **Section 364(c)(2) DIP Liens**. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, enforceable, non-avoidable, continuing and automatically and fully-perfected first priority senior security interest in and lien on all prepetition and postpetition property of the Loan Parties, whether existing on the Petition Date or thereafter acquired, that, on or as of the Closing Date (or upon any date thereafter upon which such DIP Collateral) is not subject to valid, perfected, and non-avoidable liens (or perfected after the Closing Date to the extent permitted by section 546(b) of the Bankruptcy Code), including, without limitation, any unencumbered cash of the Loan Parties (whether maintained with the DIP Agent or

otherwise) and any investment of such cash, accounts, inventory, goods, contract rights, mineral rights, instruments, documents, chattel paper, patents, trademarks, copyrights and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, intercompany claims, contracts, owned real estate, real property leaseholds, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, vehicles, machinery and equipment, real property, leases (and proceeds from the disposition thereof), all of the issued and outstanding capital stock of each Loan Party, other equity or ownership interests, including equity interests in subsidiaries and non-wholly-owned subsidiaries, beneficial interests in any trust, money, investment property, causes of action ([and including] Avoidance Actions and Avoidance Action Proceeds) and all cash and non-cash proceeds, rents, products, substitutions, accessions, profits and supporting obligations of any of the collateral described above, whether in existence on the Petition Date or thereafter created, acquired or arising and wherever located. Under this Final Order and the Interim Order, the valid, binding, enforceable, non-avoidable, continuing and automatically and fully-perfected first priority senior security interest in and lien on property provided under this subparagraph (i) shall cover all DIP Collateral that is unencumbered, including the Collateral Aircraft, the Collateral Engines, and the Collateral Simulator.

- ii. **Section 364(c)(3) DIP Liens.** Solely with respect to the Junior Lien Collateral, pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected second priority security interest in and lien on all such prepetition and postpetition Property of the Loan Parties, whether now existing or hereafter acquired, and solely junior to the liens existing on such Property as of the Petition Date.

DIP Liens shall not be subject to challenge including under sections 510, 546, 549 or 550 of the Bankruptcy Code. The DIP Liens shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases, upon the conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (such Chapter 11 Cases or proceedings, "Successor Cases"), or upon the dismissal of any of the Chapter 11 Cases. Notwithstanding anything herein or in any of the other DIP Loan Documents to the contrary, no DIP Liens shall be granted over any Property over which liens cannot be provided under the terms

of the Cape Town Protocol and the Cape Town Convention, but the DIP Liens shall apply to any proceeds thereof, including as a result of the sale or any other disposition thereof.

(e) **DIP Fees.** The DIP Fees are hereby approved in all respects and are deemed fully earned, non-refundable, irrevocable, and non-avoidable as of the dates provided in, *inter alia*, Sections 2.10, 2.13, 2.14 and 11.04 of the DIP Credit Agreement and the other DIP Loan Documents, and shall be paid without further application to, notice to, or order of this Court. No DIP Fee shall constitute or be deemed to constitute unmatured interest, a penalty, or unenforceable liquidated damages, and no DIP Fee shall be subject to reduction, recharacterization, disgorgement, avoidance, offset, recoupment, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, or surcharge on any theory.

3. **DIP Superpriority Claims.** Effective as of the date of entry of the Interim Order, in each case subject to the Carve-Out (and, pending entry of the Priming Order, the Permitted Liens), the DIP Agent, for the benefit of the DIP Secured Parties, is granted pursuant to section 364(c)(1) of the Bankruptcy Code, allowed superpriority administrative expense claims for all of the DIP Obligations against the Debtors in each of the Chapter 11 Cases and any Successor Cases on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, 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, including those arising under sections 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code (including any adequate protection obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or

attachment, which allowed claims (the “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 for all of the DIP Obligations shall be payable from and have recourse to all prepetition and postpetition Property of the Debtors and all proceeds thereof ([and including] Avoidance Actions and Avoidance Action Proceeds) in accordance with the DIP Credit Agreement, the other DIP Loan Documents, the Interim Order and this Final Order, and subject only to the Carve-Out and, pending entry of the Priming Order, the Permitted Liens (as defined in the DIP Credit Agreement). The DIP Superpriority Claims for all DIP Obligations shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Final Order, the Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise. The DIP Superpriority Claims of each DIP Lender shall be *pari passu* in right of payment with one another, and all DIP Superpriority Claims shall be senior to any adequate protection obligations. No other superpriority claims equal or senior to the DIP Superpriority Claims shall be granted or allowed in these Chapter 11 Cases, and the Debtors will not seek any other postpetition debtor-in-possession financing other than under the DIP Credit Facility approved hereunder, except as otherwise expressly permitted by the DIP Credit Agreement or the other DIP Loan Documents (for example, by all DIP Obligations having been fully and indefeasibly paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted)) or otherwise with the prior written consent of the Majority DIP Lenders.

4. **Authorization and Approval to Use Proceeds of DIP Loans.** Subject to the terms and conditions and in compliance with this Final Order and the Approved Budget (subject to the terms and variances, including the Permitted Variances, as provided for under the DIP Credit

Agreement), the Loan Parties are each authorized to use proceeds of the DIP Loans. No DIP Secured Party shall have any obligation or responsibility to monitor any Debtor's use of the DIP Loans, and each DIP Secured Party may rely upon each Debtor's representations that the amount of the DIP Loans or other credit extensions under the DIP Credit Facility requested at any time, and the use thereof, are in accordance with the requirements of this Final Order, the Approved Budget (subject to the terms and variances provided for under the DIP Credit Agreement) and the other DIP Loan Documents.

5. **Authorization and Approval to Use Proceeds of DIP Loans to Repay in Full the EDC/Axiom Finance Lease Obligations, to Transfer the Finance Lease Collateral to the Borrower and Grant DIP Liens Thereon to the DIP Agent.** In order to effectuate the transactions, funding and grant of DIP Liens to the DIP Secured Parties on the Closing Date as contemplated under this Final Order, the Interim Order, the DIP Term Sheet and the other DIP Loan Documents, the Borrower was authorized and empowered under the Interim Order, pursuant to sections 363 and 105 of the Bankruptcy Code: (a) to, in accordance with the terms of the Finance Leases and related finance documents, effect the indefeasible payoff in full of the EDC/Axiom Finance Lease Obligations and to negotiate, execute, deliver, and enter into and perform under such documents, agreements, instruments, or papers as shall be necessary or appropriate to reflect and constitute such payoff, (b) concurrently with and subject to effecting such payoff, to effect the immediate transfers of such Finance Lease Collateral, including, inter alia, the Aircraft Collateral, to the Borrower, (c) concurrently with and subject to effecting the actions and transactions set forth in clauses (a) and (b) above, to grant to the DIP Collateral Agent, for the benefit of the DIP Secured Parties, the senior secured priming superpriority liens on all of the Finance Lease Collateral, including, without limitation, the Aircraft Collateral (and shall also

concurrently provide senior secured, first priority priming superpriority liens on all of the other Initial Tranche 1 DIP Collateral (other than the Junior Lien Collateral, which shall be subjected to a second priority lien in favor of the DIP Agent for the benefit of the DIP Secured Parties) to the DIP Collateral Agent (for the benefit of the DIP Secured Parties), and (d) to take such further steps as may be desirable or reasonably necessary to collateralize the value of the Aircraft Collateral and the other Finance Lease Collateral in favor of the DIP Secured Parties; provided that all of which transactions and actions as described in the foregoing clauses (a), (b) and (c) shall be deemed to occur simultaneously on the Closing Date. The indefeasible payoff in full of the EDC/Axiom Finance Lease Obligations and the related transactions and transfers and grants authorized under the Interim Order and consummated on the Closing Date are hereby ratified and confirmed on a final basis and shall be irrevocably binding on the Debtors and any and all of the Debtors' successors-in-interest and assigns and all creditors and other parties-in-interest and all of their respective successors and assigns, including, without limitation, any statutory or non-statutory committees appointed or formed in these chapter 11 cases, including the Creditors' Committee and any other person or entity acting or seeking to act on behalf of the Debtors' estates in all circumstances and for all purposes. For the avoidance of doubt, the entry of the Interim Order constituted final approval of the indefeasible payoff in full of the EDC/Axiom Finance Lease Obligations, such payoff and the related transactions shall not be stayed, restrained, voided, voidable or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any challenge, rejection, reduction, subordination, defense, recharacterization, avoidance, reduction, setoff, recoupment or counterclaim or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or any applicable non-bankruptcy law, and no modification, amendment, waiver or vacatur of the Interim Order or this Final Order shall affect

the validity and enforceability thereof. No payment or transfer made by or on behalf of the Debtors to Export Development Canada or Axiom Baltic Services Ltd. on account of the Finance Leases and/or Financed Equipment (as defined in the DIP Credit Facility Motion and which, for avoidance of doubt, includes the Export Development Canada financed simulator) pursuant to this Final Order, the Interim Order, the DIP Term Sheet and the DIP Credit Agreement shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or any applicable law or subject to any contest, attack, rejection, defense, avoidance, reduction, setoff, recoupment, recharacterization, or subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code, any other order of the Court or applicable law, or regulation by any person or entity.

6. **Automatic DIP Lien Perfection.** This Final Order and the Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the respective DIP Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, or other instrument or document which may 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 herein and the other DIP Loan Documents. Notwithstanding the foregoing, the DIP Agent (directly or via a designee) may, as directed by the DIP Arranger or the Majority DIP Lenders, but in all cases subject to the terms of the DIP Loan Documents, in either's sole discretion, file such financing statements, deeds of trust, mortgages, security agreements, notices of liens international registrations and other similar documents or instruments, and the automatic stay set forth in section 362 of the Bankruptcy Code does not apply or prohibit any of the actions set forth in this paragraph 6, and all such financing statements, deeds of trust, mortgages, security agreements, notices, international registration filings and other agreements or documents or

instruments shall be deemed to have been filed or recorded at the time and on the Petition Date. Subject in all instances to the terms of the DIP Credit Agreement and the other DIP Loan Documents, the Loan Parties shall execute and deliver to the DIP Agent all such financing statements, mortgages, security agreements, notices and other documents or instruments, and otherwise cooperate and assist in any such filings, as the DIP Agent, the DIP Arranger or the Majority DIP Lenders may reasonably request to evidence, confirm, validate or perfect, or to ensure the contemplated priority of, the DIP Liens. The DIP Agent (directly or via a designee), as directed by the DIP Arranger or the Majority DIP Lenders, in either's sole discretion, may (in all instances subject to the terms of the DIP Loan Documents) file a photocopy of this Final Order or the Interim Order as a financing statement with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which any Loan Party has real or personal property, and, in such event, the subject filing or recording officer shall be authorized to file or record such copy of this Final Order or the Interim Order. The DIP Agent, the DIP Arranger or the Majority DIP Lenders (in all instances subject to the terms of the DIP Loan Documents) may require the Loan Parties to enter into U.S. or non-U.S. security documentation (including New York aircraft mortgages, Latvian commercial pledges or other instruments or agreements), in all instances on or following the Interim Closing Date, with respect to such DIP Collateral owned by any of the Loan Parties or located in non-U.S. jurisdictions and each Loan Party and its respective officers and the DIP Agent (directly or via a designee) are authorized to execute, file and record any documents or instruments as the DIP Agent, the DIP Arranger or the Majority DIP Lenders shall request, subject in all instances to the terms of the DIP Credit Agreement and the other DIP Loan Documents, and all such documents and instruments

shall be deemed to have been filed or recorded at the time and on the date of entry of the Interim Order.

7. Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold or contractual interest, or the proceeds thereof, or other post-petition collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code and shall have no force and effect with respect to the grant of post-petition liens in such leasehold or contractual interest or the proceeds of any assignment and/or sale thereof by the Debtors, in favor of the DIP Secured Parties in accordance with the terms of this Final Order or the other DIP Loan Documents.

8. [Reserved]

9. **Carve-Out**. As used in this Final Order, the Interim Order and the other DIP Loan Documents, the “**Carve-Out**” shall be comprised of the following components:

(a) **Clerk and U.S. Trustee Fees**. All fees required to be paid to the Clerk of this Court and U.S. Trustee under section 1930(a) of title 28 of the United States Code and section 3717 of title 31 of the United States Code (collectively, “**Clerk and UST Fees**”).

(b) **Chapter 7 Trustee Fees**. All reasonable fees and expenses up to \$75,000.00 incurred by a trustee under section 726(b) of the Bankruptcy Code (the “**Chapter 7 Trustee Fee Cap**”).

(c) **Allowed Professional Fees**. To the extent allowed at any time, whether by interim order, final order, procedural order, or otherwise, all accrued and unpaid fees and expenses (the “**Professional Fees**”, and upon allowance by this Court, the “**Allowed Professional Fees**”) of

persons or firms retained (or proposed to be retained) by the Debtors pursuant to sections 327, 328, or 363 of the Bankruptcy Code and any persons or firms retained (or proposed to be retained) by the Creditors' Committee pursuant to section 328 or 1103 of the Bankruptcy Code (such persons or firms, the "Professional Persons") incurred by the Professional Persons (i) at any time before the date of the delivery of the Carve-Out Trigger Notice, and without regard to whether such fees and expenses are provided for in the Approved Budget, and (ii) at any time after the date of delivery of the Carve-Out Trigger Notice in an aggregate amount not exceeding €6,000,000.00 (the "Post-Trigger-Notice Carve-Out Fee Cap"). The Post-Trigger-Notice Carve-Out Fee Cap shall not be reduced or increased by the amount of any compensation or reimbursement of expenses paid prior to the occurrence of an Event of Default in respect of which the Carve-Out is invoked. For purposes of the Carve-Out, Allowed Professional Fees shall exclude any restructuring, sale, consummation, success, or similar fee of any Professional Person; *provided* that, for purposes of the Carve-Out, Allowed Professional Fees shall include, if and as payable to Seabury Securities LLC or its affiliates ("Seabury"), as the case may be, in accordance with the terms of each of their respective engagement letters, to the extent such engagement letter and/or applicable fee set forth therein is approved by this Court (for the avoidance of doubt, including any restructuring, sale, consummation, success, financing, or similar fee of Seabury).

(d) **Carve-Out Trigger Notice.** For purposes of this Final Order, "Carve-Out Trigger Notice" shall mean a written notice delivered by email (or other electronic means) by the DIP Agent (at the direction of the Majority DIP Lenders) to the Debtors, the Debtors' lead restructuring counsel (Milbank LLP), the U.S. Trustee, and Willkie Farr & Gallagher LLP, as lead counsel to the Creditors' Committee, which notice (i) may be delivered only upon the occurrence and during the continuation of an Event of Default under Section 8.01 of the DIP Credit Agreement

(subject to any applicable grace periods, waivers, or forbearances) and acceleration of the DIP Obligations under the DIP Credit Agreement or the other DIP Loan Documents and (ii) shall expressly state that the Carve-Out is triggered and the Post-Trigger-Notice Carve-Out Fee Cap has been invoked.

(e) **Fee Reserve Account Funding After a Carve-Out Trigger Notice.** On the day on which a Carve-Out Trigger Notice is received by the Debtors (with a copy to Willkie Farr & Gallagher LLP, as lead counsel to the Creditors' Committee), the Carve-Out Trigger Notice shall constitute a demand to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to transfer to a fee reserve account cash in an amount equal to all remaining unfunded portions of the Carve-Out as provided herein to be held in trust to pay Allowed Professional Fees. Following delivery of a Carve-Out Trigger Notice and the transfer set forth in the prior sentence, the DIP Agent shall deposit into such fee reserve account any cash swept or foreclosed upon (including cash received as a result of the sale or other disposition of any assets) until such fee reserve account has been fully funded in an amount equal to all remaining unfunded portions of the Carve-Out as provided herein. Notwithstanding anything to the contrary in the DIP Loan Documents, the Interim Order, or this Final Order, following delivery of a Carve-Out Trigger Notice, the DIP Agent shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Loan Parties until such fee reserve account has been fully funded in an amount equal to the Carve-Out. Further, notwithstanding anything to the contrary herein, (i) disbursements by the Debtors from such fee reserve account shall not constitute DIP Loans, (ii) the failure of the fee reserve account to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve-Out, and (iii) in no way shall the Carve-Out, fee reserve account, or Approved Budget or any of the foregoing be construed as a cap on the amount

of the Professional Fees due and payable by the Debtors or that may be allowed by this Court at any time (whether by interim order, final order, or otherwise).

(f) To the extent such cash on hand is not sufficient to fully fund the fee reserve account, the Carve-Out Trigger Notice shall be deemed to constitute a draw request by the Borrower to the DIP Agent under the DIP Loan Documents for DIP Loans (on a pro rata basis based on the then outstanding DIP Commitments) to fully fund the fee reserve account, following delivery of the Carve-Out Trigger Notice to the Debtors, notwithstanding anything in the DIP Loan Documents to the contrary, including with respect to the existence of any default or Event of Default, or any termination of the DIP Commitments thereunder following an Event of Default. Any such funding of the fee reserve account shall be added to, and made part of, the DIP Obligations secured by the DIP Collateral and shall otherwise be entitled to the protections granted under this Final Order, the other DIP Loan Documents, the Bankruptcy Code, and applicable non-bankruptcy law. Funds transferred to such fee reserve account shall not (i) be subject to the DIP Liens, the DIP Superpriority Claims, or any claim, liens or security interests granted to any other party, (ii) constitute DIP Collateral or (iii) constitute cash collateral; *provided* that the DIP Agent (on behalf of the DIP Secured Parties) shall have a reversionary interest in the funds held in such fee reserve account, if any, after all amounts included in the Carve-Out, including any Allowed Professional Fees, have been indefeasibly paid in full pursuant to a final order of this Court (regardless of when such Professional Fees are allowed by this Court) (the “Reversionary Interest”) and, to the extent such funds remain, such funds shall be paid to the DIP Agent for the benefit of the DIP Secured Parties, unless the DIP Obligations have been indefeasibly paid in full (other than contingent indemnification obligations for which no claim has been asserted) and all DIP Commitments terminated. All funds in such fee reserve account shall be used to pay the

obligations set forth in the definition of the Carve-Out until such obligations are paid in full. All payments and reimbursements made from such fee reserve account after the delivery of a Carve-Out Trigger Notice shall permanently reduce the Carve-Out on a dollar-for-dollar basis.

(g) **Priority of Carve-Out.** The Carve-Out shall be senior to the DIP Liens and the DIP Superpriority Claims. Notwithstanding anything to the contrary contained in this Final Order or any DIP Loan Documents, the security interests, Liens and claims granted to any of the DIP Secured Parties (including, without limitation, the DIP Liens and DIP Superpriority Claims) under, pursuant to or in connection with the DIP Credit Facility, any DIP Loan Documents, or this Final Order, as applicable, shall be subject to payment in full in cash of the amounts due under the Carve-Out.

(h) Notwithstanding the foregoing, so long as a Carve-Out Trigger Notice has not been delivered in accordance with the Interim Order or this Final Order: (i) the Debtors shall be permitted to pay Professional Fees, as the same may become due and payable, including on an interim basis, solely in accordance with orders of this Court, and (ii) such payments shall not reduce, or be deemed to reduce, the Post-Trigger-Notice Carve-Out Fee Cap.

(i) None of the DIP Agent or the DIP Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with these Chapter 11 Cases or any Successor Cases. Nothing in this Final Order or otherwise shall be construed to obligate the DIP Agent or the DIP Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

10. **Aircraft Lease Matters.** Other than with respect to the Aircraft Collateral and the other Finance Lease Collateral (which, subject to the terms and provisions of the DIP Credit

Agreement and other DIP Loan Documents, shall constitute DIP Collateral), the DIP Collateral shall not include any of the Debtors' (i) leasehold interests in leases for aircraft equipment (including but not limited to aircraft, airframes, engines, flight simulators, parts, or other related equipment (collectively, "Aircraft Equipment")) or the Aircraft Equipment leased thereunder or (ii) Aircraft Equipment subject to financing arrangements (whether through secured loans, finance leases or otherwise) and interests in the underlying financing agreements, in each case solely to the extent that the relevant lease or financing agreement prohibits or conditions the grant of a lien or assignment of a lease or other financing agreement upon the consent of a non-Debtor counterparty to the extent such consent is not actually obtained; provided, however, that the DIP Liens shall apply to and cover any sale proceeds and/or other proceeds arising from such Property of the Debtors.

11. **Aircraft Creditors**. Nothing in this Final Order (i) shall constitute a waiver, forbearance or adjudication of any rights of any lessors, secured parties or conditional sellers, or of any trustee, agent or controlling party for any such entity (collectively, any such entities, the "Aircraft Creditors") of Aircraft Equipment leased to, subject to a conditional sale involving and/or a security interest granted by any the Debtors, in each case, under the Cape Town Treaty⁶ (if applicable) or under section 365(d)(5) of the Bankruptcy Code, in all cases, relating to such Aircraft Equipment, or (ii) shall prejudice, limit or otherwise affect any rights of any Aircraft Creditor or the Debtors under the Cape Town Treaty (if applicable) and/or section 365(d)(5) of the Bankruptcy Code, in all cases, relating to such Aircraft Equipment, all of which rights are

⁶ The "Cape Town Treaty" is comprised of, collectively, (a) that certain Convention on International Interests in Mobile Equipment (the "Cape Town Convention"), and (b) that certain Protocol to the Convention on International Interests on Matters Specific to Aircraft Equipment (the "Cape Town Protocol"), each as adopted on November 16, 2001, at a diplomatic conference in Cape Town, South Africa. Collectively, the Cape Town Protocol and the Cape Town Convention are referred to as the "Cape Town Treaty."

expressly reserved and preserved. The Debtors and all other parties in interest have reserved all rights to contest whether the Cape Town Treaty applies to any Aircraft Equipment or the Debtors.

12. **Events of Default; Rights and Remedies Upon Event of Default.**

(a) The occurrence of any “Event of Default” under and as defined in Section 8.01 of the DIP Credit Agreement shall constitute a “DIP Event of Default” under this Final Order.

(b) The Automatic Stay is hereby modified to the extent necessary to permit the DIP Agent (acting at the direction of the Majority DIP Lenders) to take any or all of the following actions, at the same time or different times, in each case without further order or application of the Court and immediately upon the occurrence of a DIP Event of Default: (i) deliver a notice of a DIP Event of Default to the Debtors, the Creditors Committee, and the U.S. Trustee (provided that such notice must be provided to each); (ii) declare the termination, reduction or restriction of any further DIP Commitments to the extent any such DIP Commitments remain; and (iii) declare all applicable DIP Obligations to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are expressly waived by the DIP Obligors; *provided* that such declaration shall be subject to the Carve-Out as provided above and effective five (5) business days following delivery of a notice of a DIP Event of Default by the DIP Agent to the Debtors (and their lead restructuring counsel) (the “Remedies Notice Period”) (any such declaration of the foregoing (i) through (iii), a “Termination Declaration” and the date of such Termination Declaration, the “Termination Declaration Date”).

(c) The Termination Declaration shall be given by electronic mail (or other electronic means) to the Debtors (and their lead Chapter 11 counsel), counsel to the Creditors Committee and to the U.S. Trustee. The Automatic Stay otherwise applicable to the DIP Agent and the other DIP Secured Parties is hereby modified so that, following the Remedies Notice

Period: the DIP Agent (acting at the direction of the Majority DIP Lenders) shall be authorized and entitled, without further notice to the Debtors or any other interested party but subject to and in accordance with the terms of the DIP Credit Agreement and the other DIP Loan Documents, to exercise its rights and remedies in accordance with the DIP Credit Agreement and the other DIP Loan Documents and this Final Order (including, without limitation, to declare all DIP Obligations immediately due and payable and charge default interest under Sections 2.08 and 8.01 of the DIP Credit Agreement and/or other applicable provisions of the other DIP Loan Documents) and shall be permitted to satisfy the relevant DIP Obligations, DIP Superpriority Claims, and DIP Liens, subject to and consistent with (i) the Carve-Out, (ii) this Final Order, and (iii) the DIP Credit Agreement and the other DIP Loan Documents; *provided that*, notwithstanding the foregoing or anything to the contrary in the DIP Loan Documents (but without affecting the DIP Secured Parties' foreclosure and other applicable enforcement rights provided under applicable law), the DIP Secured Parties shall not be permitted to compel the Debtor to sell any of its assets pursuant to section 363(b) of the Bankruptcy Code or any other applicable law absent Bankruptcy Court approval.

(d) Following expiration of the Remedies Notice Period, whether or not the maturity of any of the DIP Obligations shall have been accelerated, the Automatic Stay imposed under section 105 or section 362(a) of the Bankruptcy Code or otherwise will automatically be terminated with respect to the DIP Agent and the DIP Secured Parties who shall be permitted to proceed to protect, enforce and exercise all other rights and remedies provided for in the DIP Loan Documents and under applicable law, including, but not limited to, by (i) immediately terminating and/or revoking the Debtors' right under this Final Order and any other DIP Loan Documents, as applicable, to use any cash collateral or proceeds of the DIP Credit Facility Financing (except for

the Carve-Out or toward satisfaction of the DIP Obligations as provided in this Final Order and the applicable DIP Loan Documents), (ii) bringing any action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in any such DIP Loan Documents or any instrument pursuant to which such DIP Obligations are evidenced, (iii) foreclosing and tasking any other enforcement action on all of or any portion of the DIP Collateral including freezing any cash collateral held in the Debtors' accounts, (iv) immediately setting-off any and all amounts in accounts maintained by the Debtors against the DIP Obligations, or otherwise enforcing any and all rights against any DIP Collateral in the possession of the DIP Agent or the other DIP Secured Parties, including, without limitation, disposition of the DIP Collateral and application of net cash proceeds thereof to satisfaction of the DIP Obligations, and (v) taking any other actions or exercising any other rights or remedies permitted under this Final Order, the other DIP Loan Documents, or applicable law (including, without limitation, under the New York Uniform Commercial Code, the Cape Town Convention and the Cape Town Protocol), in each case, without further notice to or order of the court unless the Debtors, the Creditors' Committee, any other party in interest, and/or the U.S. Trustee have obtained an order of the Court preventing such action.

(e) During the Remedies Notice Period, (i) subject to paragraph 9(f) of this Final Order, the Debtors shall be prohibited from requesting any further draws under the DIP Credit Facility, the DIP Credit Agreement or the other DIP Loan Documents, and (ii) the Debtors, the Creditors' Committee, any other party in interest, and/or the U.S. Trustee shall be entitled to seek an emergency hearing (a "Remedies Hearing") to consider (a) whether a DIP Event of Default has occurred or is continuing and (b) any appropriate relief (including, without limitation, the

Debtors' non-consensual use of any cash collateral), and the DIP Agent and the DIP Secured Parties shall be deemed to have consented to such emergency hearing.

(f) Upon the occurrence and continuation of a DIP Event of Default, the DIP Agent, acting at the direction of the Majority DIP Lenders, may declare the termination, reduction or restriction of any further DIP Commitments to the extent any such DIP Commitments remain.

(g) No rights, protections or remedies of the DIP Secured Parties granted by the provisions of this Final Order, the DIP Credit Agreement or the other DIP Loan Documents shall be limited, modified or impaired in any way by: (i) any actual or purported withdrawal of the consent of any party to the Debtors' authority to continue to use cash collateral; (ii) any actual or purported termination of the Debtors' authority to continue to use cash collateral; or (iii) other than as set forth therein, the terms of any other order or stipulation related to the Debtors' continued use of cash collateral or the provision of adequate protection to any party.

(h) All proceeds realized in connection with the exercise of rights and remedies of the applicable DIP Secured Parties shall be applied (and, as necessary, turned over) in accordance with the terms of this Final Order, the DIP Credit Agreement and the other DIP Loan Documents.

13. **Proofs of Claim.** None of the DIP Secured Parties shall be required to file proofs of administrative claims in any of these Chapter 11 Cases or any Successor Cases for any administrative claim allowed herein or provided for under the DIP Credit Facility, the DIP Credit Agreement or any DIP Loan Document. Notwithstanding any order entered by this Court in relation to the establishment of a bar date or administrative bar date in any of these Chapter 11 Cases or any Successor Cases to the contrary, the DIP Agent, on behalf of itself and the other DIP Secured Parties, is hereby authorized and entitled, in its sole and absolute discretion, but not

required, to file (and amend and/or supplement, as it sees fit) an administrative claim and/or aggregate proofs of administrative claims in each of these Chapter 11 Cases or any Successor Cases for any administrative claim allowed or provided for herein, the DIP Credit Agreement or any DIP Loan Document. Any such proof of administrative claim may (but is not required to be) filed as one consolidated proof of administrative claim against all of the Debtors, rather than as separate proofs of claim against each Debtor. Any proof of administrative claim filed by the DIP Agent shall be deemed to be in addition to and not in lieu of any other proof of administrative claim that may be filed by any of the other respective DIP Secured Parties.

14. **Other Rights and Obligations.**

(a) **Good Faith under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this Final Order.** Based on the findings set forth in this Final Order and the Interim Order and in accordance with section 364(e) of the Bankruptcy Code, which is applicable to the DIP Credit Facility, in the event any or all of the provisions of this Final Order or the Interim Order are hereafter modified, amended, vacated or stayed by a subsequent order of this Court or any other court, the DIP Secured Parties are deemed to have acted in good faith and are hereby entitled to all the protections and benefits provided by section 364(e) of the Bankruptcy Code.

(b) **Expenses.** The Debtors shall pay, without further Court order, all reasonable and documented fees and expenses of the DIP Secured Parties required by, among other provisions of the DIP Loan Documents, Section 11.04 of the DIP Credit Agreement, including the reasonable and documented fees and expenses of advisors or consultants retained by the DIP Lenders, the Fronting Lender or DIP Agent in accordance with the DIP Credit Agreement and/or the other DIP Loan Documents. Payment of such fees and expenses shall not be subject to

allowance or review by this Court or subject to the U.S. Trustee fee guidelines and regardless of whether such fees were incurred prior to or after the Petition Date; *provided* that any time that such professionals seek payment of fees and expenses from the Debtors prior to confirmation of a chapter 11 plan, each professional shall provide summary copies of its invoices (which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of their invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine) to the Debtors, the U.S. Trustee, and lead counsel to the Creditors' Committee (collectively, the "Review Parties"). Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional within 10 calendar days after the receipt by the Review Parties (the "Review Period"). If no written objection is received by 12:00 p.m. (prevailing Eastern Time) at the end date of the Review Period, the Debtors shall pay such invoices no later than five business days after the end date of the Review Period. If an objection to a professional's invoice is received within the Review Period, the Debtors shall promptly pay the undisputed amount of the invoice and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually.

(c) **No Waiver.** The failure or delay of any DIP Secured Parties to seek relief or otherwise exercise their rights and remedies under this Final Order, the DIP Credit Agreement or any other DIP Loan Document, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of any of the DIP Secured Parties,

unless any such waiver is pursuant to a written instrument executed by the DIP Agent and/or the affected DIP Secured Party.

(d) **No Third-Party Rights.** Except as explicitly provided for herein, this Final Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, third party or incidental beneficiary.

(e) **Consent.** Nothing in this Final Order shall be construed to convey on any individual DIP Secured Party any consent, voting or other rights beyond those (if any) set forth in the DIP Loan Documents.

(f) **Application of Proceeds.** The DIP Secured Parties shall be entitled to apply the payments or proceeds of the DIP Collateral in accordance with the provisions of this Final Order and the other DIP Loan Documents, as applicable.

(g) **No Marshaling.** The DIP Secured Parties shall be entitled to apply the payments or proceeds of the DIP Collateral in accordance with the provisions of this Final Order and the other DIP Loan Documents, as applicable, and in no event shall the DIP Secured Parties be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral; *provided* that, prior to seeking payment on account of any DIP Obligations or DIP Superpriority Claims from any proceeds of the Debtors’ claims and causes of action pursuant to sections 502(d), 544, 545, 547, 548, 549, 551, 553(b), 732(2) or 742(2) of the Bankruptcy Code, the DIP Secured Parties shall use commercially reasonable efforts to first satisfy such claims from all other DIP Collateral. In no event shall the “equities of the case” exception in section 552(b) of the Bankruptcy Code apply to the DIP Agent or the other DIP Secured Parties with respect to proceeds, products, offspring or profits of any DIP Collateral or in any matter related to the DIP Credit Facility.

(h) **Non-Interference; No Other Liens.** No person or entity, including any holder of prepetition indebtedness of the Debtors or any agent or trustee in respect of any such

indebtedness (a “Prepetition Creditor”), shall take or fail to take any action that would impede, interfere with, delay or prevent the Debtors’ or the DIP Secured Parties’ implementation of the transactions authorized or contemplated by this Final Order or the other DIP Loan Documents, including the repayment and satisfaction of the EDC/Axiom Finance Lease Obligations and the substantially concurrent collateralization of the Finance Lease Collateral in favor of the DIP Secured Parties. Except as expressly authorized by this Final Order or the other DIP Loan Documents, the Debtors shall not create, incur, grant or permit to exist any lien or security interest on any assets contemplated by the DIP Loan Documents to be DIP Collateral in favor of any person or entity, including any Prepetition Creditor, other than the DIP Secured Parties.

(i) **Amendment.** As provided in and consistent with their respective rights under Section 11.08 of the DIP Credit Agreement and the other DIP Loan Documents, the Borrower and the applicable Loan Parties, as the case may be, with the consent of the Majority DIP Lenders (except as otherwise provided in Section 11.08 of the DIP Credit Agreement or, if applicable, another DIP Loan Document) and, to the extent provided in the DIP Loan Documents, may make any non-material amendment, modification, supplement or waiver of any provision of the Approved Budget or the DIP Loan Documents, and the Debtors are authorized to enter into any such amendment, modification, supplement or waiver, without further notice to or approval of this Court, and shall provide copies of any such amendments to the U.S. Trustee and counsel for any Creditors’ Committee. Except as otherwise provided herein, no waiver, modification, or amendment of any of the provisions hereof or of any other DIP Loan Document (including any material amendment, modification, supplement or waiver thereof) shall be effective unless (i) set forth in writing, (ii) signed by, or on behalf of, the Borrower, the other applicable Loan Parties, and the Majority DIP Lenders (except as otherwise provided in Section 11.08 of the DIP Credit

Agreement or, if applicable, another DIP Loan Document), and (iii) approved by this Court after notice to the U.S. Trustee and counsel for any Creditors' Committee. For the avoidance of doubt, nothing herein shall modify the terms or requirements provided for under Section 11.08 of the DIP Credit Agreement or, if applicable, another DIP Loan Documents or otherwise agreed among the applicable DIP Secured Parties for amending, modifying, supplementing or waiving any provision of the DIP Loan Documents.

(j) **Priority of Terms.** To the extent of any conflict between or among (i) the express terms or provisions of any of the DIP Loan Documents, the DIP Credit Facility Motion, the Interim Order, any other order of this Court, or any other agreements, on the one hand, and (ii) the terms and provisions of this Final Order, on the other hand, unless such term or provision herein is phrased in terms of "defined in" or "as set forth in" any of the other DIP Loan Documents, the terms and provisions of this Final Order shall govern.

(k) **Survival of This Final Order.** The provisions of this Final Order, the Interim Order and any actions taken pursuant thereto shall survive entry of any order which may be entered (i) confirming any Plan in these Chapter 11 Cases, (ii) converting any of these Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, (iii) to the extent authorized by applicable law, dismissing any of these Chapter 11 Cases, (iv) withdrawing of the reference of any of these Chapter 11 Cases from this Court or (v) providing for abstention from handling or retaining of jurisdiction of any of these Chapter 11 Cases in this Court. The terms and provisions of this Final Order and the Interim Order, including the DIP Liens and DIP Superpriority Claims granted pursuant to this Final Order and the Interim Order, shall continue in full force and effect notwithstanding the entry of such order, and such DIP Liens and DIP Superpriority Claims shall maintain their respective priorities as provided by the Final Order, the Interim Order, the DIP

Credit Facility, and the other DIP Loan Documents (as the case may be) until all of the DIP Obligations have been indefeasibly paid in full (other than contingent indemnification obligations for which no claim has been asserted) or as otherwise provided in the DIP Loan Documents.

(l) **[Reserved]**

(m) **No Discharge.** The DIP Obligations shall not be discharged by the entry of an order confirming any plan of reorganization in any of these Chapter 11 Cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless such obligations have been indefeasibly paid in full (other than contingent indemnification obligations for which no claim has been asserted), on or before the effective date of such plan of reorganization.

(n) **Credit Bid Rights.** In connection with any sale process authorized by this Court, whether effectuated through section 363 or section 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, and subject in all respects to the DIP Loan Documents, the DIP Agent (directly or via one or more acquisition vehicles), at the direction of the Majority DIP Lenders, shall have the unqualified right to credit bid all or any portion of the then outstanding DIP Obligations in connection with the sale of any Loan Party's assets, whether such sale is effectuated through section 363 or section 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, pursuant to section 363(k) of the Bankruptcy Code. The DIP Agent, at the direction of the Majority DIP Lenders, on behalf of the DIP Lenders, shall have the right to assign, sell, or otherwise dispose of its right to credit bid in connection with any credit bid by or on behalf of the DIP Secured Parties to any acquisition entity or joint venture formed in connection with such bid.

(o) **Rights Cumulative.** The rights and obligations, including any consent rights, as provided under this Final shall be cumulative, and not alternative, to, and not otherwise derogate from, the rights and obligations as provided under the DIP Loan Documents.

(p) **Notices to Creditors' Committee.** Without limiting the terms of any DIP Loan Documents, the Borrower shall deliver a copy of each Approved Budget to Willkie Farr & Gallagher LLP, as lead counsel to the Creditors' Committee, and the financial advisors to the Creditors' Committee, if any, as soon as reasonably practicable after it has been approved by the DIP Agent (at the direction of the Majority DIP Lenders) or Majority DIP Lenders.

15. **Limitation of Liability.** In determining to make any loan under the DIP Credit Agreement pursuant to this Final Order or the other DIP Loan Documents, 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. Furthermore, nothing in this Final Order or the other DIP Loan Documents shall in any way be construed or interpreted to impose or allow the imposition upon the DIP Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors. None of the DIP Secured Parties in their capacity as such or any of their affiliates are successors to the Debtors or their estates by reason of any theory of law or equity, and none of the DIP Secured Parties or any of their affiliates shall assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates.

16. **Section 506(c) Claims.** No costs or expenses of administration which have been or may be incurred by any Debtor or their estate in these Chapter 11 Cases at any time (excluding, for the avoidance of doubt, the Carve-Out) shall be charged against the DIP Secured Parties or the DIP Collateral pursuant to sections 105 or 506(c) of the Bankruptcy Code or otherwise. Nothing

contained in this Final Order shall be deemed a consent by the DIP Secured Parties to any charge, lien, assessment, or claim against, or in respect of, the DIP Collateral, under sections 506(c) or 105(a) of the Bankruptcy Code, or otherwise.

17. **Priming Order Hearing; Discovery and Briefing Schedule.** In the DIP Financing Motion, the Debtors requested entry of a Priming Order, which is a condition to the funding of the Tranche 2 DIP Loans and Tranche 3 DIP Loans. Such request will be considered at a hearing consistent with the terms of this Final Order (the “Priming Hearing”). The following schedule in respect of the Priming Hearing shall be binding on all parties in interest seeking to participate in discovery in connection with the Debtors’ request for entry of the Priming Order or to be heard at the Priming Hearing, and such schedule shall not be modified other than (i) upon consent (which may be communicated by email via counsel) of each of the Debtors, the Majority DIP Lenders, the Creditors’ Committee, and the Ad Hoc Group⁷ or (ii) by further order of the Court upon request by the Debtors, which may include an application that a decision on such request be made on an expedited basis:

- **Friday, October 9, 2026:** Deadline for service of all discovery requests.⁸
- **Friday, October 16, 2026:** Deadline for substantial completion of document production.
- **Monday, October 26, 2026:** Deadline to submit all opening expert reports.
- **Friday, October 30, 2026:** Deadline to complete all fact depositions.
- **Monday, November 2, 2026:** Deadline to submit all rebuttal expert reports.
- **Friday, November 6, 2026:** Deadline to complete all expert depositions.

⁷ As defined in the *Limited Objection and Reservation of Rights of the Ad Hoc Group of 2029 Bondholders with Respect to the Debtors’ DIP Financing Motion and Vendor Motion* [ECF No. 25].

⁸ In light of the timeline, parties intending to serve discovery requests are encouraged to do so as promptly as possible, including in advance of the deadline.

- **Tuesday, November 10, 2026:** Deadline to file any objections to entry of the Priming Order.
- **Monday, November 16:** Deadline to file any replies to objections to entry of the Priming Order.
- **Tuesday, November 17 – Wednesday, November 18, 2026:** Priming Hearing.

18. **Headings.** Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this Final Order.

19. **Retention of Jurisdiction.** This Court has and will retain jurisdiction to enforce the terms of, any and all matters arising from or related to the DIP Credit Facility, the DIP Loan Documents, the Interim Order and/or this Final Order.

20. **Notice of Extensions of Milestones.** To the extent any milestone under any DIP Loan Documents is extended in accordance with the terms thereof, a notice of such extension shall be filed on the docket for these Chapter 11 Cases no later than 1 business day after such extension is effectuated.

SO ORDERED by this Court on [], 2026.

THE HONORABLE LISA G. BECKERMAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Redline

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	)	
	)	Chapter 11
AIR BALTIC CORPORATION AS, <i>et al.</i> , ¹	)	
	)	Case No. 26-12188 (LGB)
Debtors.	)	
	)	(Joint Administration Requested <u>Jointly Administered</u>)

~~INTERIM~~FINAL ORDER, PURSUANT TO
11 U.S.C. §§ 105, 361, 362, 363, 364, 365, 503, 506(C) ~~AND~~,
507 AND 552 AND BANKRUPTCY RULE 2002, 4001, 6003, 6004, AND 9014,
(A) AUTHORIZING THE DEBTORS TO OBTAIN SENIOR SECURED
SUPERPRIORITY POSTPETITION FINANCING, (B) GRANTING
SENIOR LIENS AND PROVIDING CLAIMS WITH SUPERPRIORITY
ADMINISTRATIVE EXPENSE STATUS, (C) MODIFYING THE AUTOMATIC
STAY, (D) AUTHORIZING REPAYMENT OF INDEBTEDNESS ON, AND
TRANSFER OF OWNERSHIP TO DEBTOR OF, AIRCRAFT COLLATERAL
AND OTHER ASSETS SECURING EDC/AXIOM FINANCE LEASES THAT
ARE BEING PLEDGED AS PART OF INITIAL TRANCHE 1 DIP COLLATERAL,
~~(F) SCHEDULING A FINAL HEARING, AND (H)~~ GRANTING RELATED
RELIEF

Upon the motion, dated September 14, 2026 [ECF No. 20] (the “DIP Credit Facility Motion”),² of the above referenced debtors and debtors-in-possession in these Chapter 11 cases (collectively, the “Debtors” and each a “Debtor”): (a) the Debtor Air Baltic Corporation AS, as borrower (the “Borrower”), and (b) the Debtors Air Baltic Training, SIA and

¹ The Debtors in these Chapter 11 Cases are: Air Baltic Corporation AS, Air Baltic Training, SIA, and Baltijas Kravu Centrs SIA. The Debtors’ service address is Tehnikas Street 3, Lidosta “Rīga”, Mārupe Parish, Mārupe District, LV-1053, Latvia.

² Capitalized terms used herein and not herein defined have the meaning ascribed to such terms in ~~the DIP Term Sheet~~(1) the Interim Order Pursuant To 11 U.S.C. §§ 105, 361, 362, 363, 364, 365, 503, 506(C) And 507 And Bankruptcy Rule 2002, 4001, 6003, 6004, And 9014, (A) Authorizing The Debtors To Obtain Senior Secured Superpriority Postpetition Financing, (B) Granting Senior Liens And Providing Claims With Superpriority Administrative Expense Status, (C) Modifying The Automatic Stay, (D) Authorizing Repayment Of Indebtedness On, And Transfer Of Ownership To Debtor Of, Aircraft Collateral And Other Assets Securing EDC/Axiom Finance Leases That Are Being Pledged As Part Of Initial Tranche 1 DIP Collateral, (F) Scheduling A Final Hearing, And (H) Granting Related Relief [ECF No. 45] (the “Interim Order”) or (2) the DIP Credit Agreement (as defined below), as applicable.

Baltijas Kravu Centrs SIA, as guarantors (collectively, the “Guarantors”, and along with the Borrower, the “Loan Parties”), pursuant to sections 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(e), 365, 506(c) ~~and~~, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014, and the Local Rules, seeking entry of the Interim Order and this ~~interim~~final order (the “InterimFinal Order”), including, *inter alia*:

- (i) authorizing Debtor Air Baltic Corporation AS, as the Borrower, and Debtors Air Baltic Training, SIA and Baltijas Kravu Centrs SIA, as the Guarantors, to obtain the postpetition, superpriority, senior secured, priming debtor-in-possession financing facility (the “DIP Credit Facility”) subject to the terms and conditions set forth in that certain ~~Senior Secured Superpriority Debtor in Possession Credit Facility Term Sheet, as annexed hereto as Exhibit A~~Super-Priority Debtor-in-Possession Term Loan Agreement, dated as of [•], 2026, among Air Baltic Corporation AS, as Borrower, the Guarantors party thereto, Barclays Bank Ireland PLC, as Fronting Lender, each of the several financial institutions or entities from time to time party thereto as a DIP Lender, Strategic Value Partners, LLC, as DIP Arranger, GLAS USA LLC, as DIP Administrative Agent, and GLAS Americas LLC, as DIP Collateral Agent filed concurrently with this Final Order (as such may be amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the “DIP ~~Term Sheet~~Credit Agreement”);^{3,4}~~which~~ provides for:
 - a. **Tranche 1 DIP Loans:** ~~subject to the satisfaction of the conditions described under the heading “Conditions Precedent to Tranche 1 Closing” in the DIP Term Sheet, which includes, inter alia, satisfaction of the Tranche 1 Milestones (as defined in the DIP Term Sheet), with~~ Tranche 1 DIP Loans in an aggregate amount of €175,000,000 DIP Loans (the “Tranche 1 DIP Loans”)

³ ~~The DIP Term Sheet, along with this Interim Order, the DIP~~ Until the DIP Lenders affect the assignment of any funded DIP Loans from the Fronting Lender under the terms of the Commitment Letter (which, DIP Commitment Letter annexes and incorporates therein a short form term sheet and other schedules and exhibits annexed thereto) and, upon their execution, the DIP Credit Agreement (the “DIP Credit Agreement”) and the other DIP Facility Documents (each as defined in the DIP Term Sheet), are collectively referred to herein as the “DIP Credit Documentation” Lenders also include the Fronting Lender. For the avoidance of doubt, and notwithstanding anything to the contrary herein, the Fronting Lender, by acting in such capacity, does not make any commitments, undertake any obligations, or waive any rights, including whether to take or not take any action or to exercise or seek to exercise any rights or remedies, in each case in connection with any other claims or interests it may hold against any of the Debtors.

⁴ ~~Until the DIP Lenders affect the assignment of any funded DIP Loans from the Fronting Lender under the terms of the Commitment Letter, DIP~~ Lenders also include the Fronting Lender. For the avoidance of doubt, and notwithstanding anything to the contrary herein, the Fronting Lender, by acting in such capacity, does not make any commitments, undertake any obligations, or waive any rights, including whether to take or not take any action or to exercise or seek to exercise any rights or remedies, in each case in connection with any other claims or interests it may hold against any of the Debtors.

as follows: (i) an initial sub-tranche of €140,000,000 or such other amount of the Tranche 1 DIP Loans as authorized under the terms of ~~this~~the Interim Order (the “Initial Tranche 1 DIP Loans”) and (ii) ~~with—~~the ~~remainder~~remaining €35,000,000 of the Tranche 1 DIP Loans, ~~upon~~constituting the “Final Order Tranche 1 DIP Loans” under Section 2.01(a)(ii) of the DIP Credit Agreement and subject to the satisfaction of the conditions ~~as provided under the DIP Term Sheet~~precedent in Section 5.02 of the DIP Credit Agreement, being made available ~~upon~~after entry of ~~the~~this Final Order ~~(as defined below) (such portion of the Tranche 1 DIP Loans, the “Remainder Tranche 1 DIP Loans”);~~

- b. *Tranche 2 DIP Loans*: subject to ~~the~~ satisfaction or waiver of the conditions ~~described under the heading “Conditions Precedent to Tranche 2 Closing” in the DIP Term Sheet, which includes, inter alia, the entry~~precedent in Section 5.03 of the DIP Credit Agreement, including, inter alia, the applicable Tranche 2 Milestones in Schedule 1.1(b) thereof and the entry and continued effectiveness of the Final Order ~~and satisfaction of the Tranche 2 Milestones (as defined in the DIP Term Sheet)~~, additional DIP Loans in an aggregate amount of up to €125,000,000 (the “Tranche 2 DIP Loans”); and
- c. *Tranche 3 DIP Loans*: subject to ~~the~~ satisfaction or waiver of the conditions ~~described under the heading “Conditions Precedent to Tranche 3 Closing” in the DIP Term Sheet, which includes the entry of the Final Order and satisfaction of the other~~precedent in Section 5.04 of the DIP Credit Agreement, including, inter alia, the applicable Tranche 3 Milestones ~~(as defined in the DIP Term Sheet)~~in Schedule 1.1(b) thereof and the entry and continued effectiveness of the Final Order, additional DIP Loans in an aggregate amount of up to €50,000,000 of DIP Loans (the “Tranche 3 DIP Loans”, and along with the Tranche 1 DIP Loans and the Tranche 2 DIP Loans, the “DIP Loans”);

in each case, subject to the terms of the DIP ~~Term Sheet and, upon finalization and execution thereof, the DIP~~ Credit Agreement and the other DIP ~~Credit Documentation~~Loan Documents;

- (ii) approving the terms of, and authorizing the Debtors to perform all obligations under, the DIP ~~Term Sheet and, upon finalization and execution thereof, the DIP~~ Credit Agreement and the other DIP ~~Credit Documentation~~Loan Documents, and to perform all such other and further acts as may be required, necessary, or desirable in connection with the effectuation of the transactions contemplated under the DIP ~~Term Sheet and, upon finalization and execution thereof, the DIP~~ Credit Agreement and the other DIP ~~Credit Documentation~~Loan Documents;
- (iii) authorizing the Borrower (a) to use a portion of the proceeds from the Initial Tranche 1 DIP Loans to, in accordance with the terms of the Finance Leases and related finance documents, indefeasibly repay and satisfy in full the obligations (including all fees, costs and expenses whatsoever payable in respect of such

repayment) owed, directly or indirectly, to Export Development Canada and/or Axiom Baltic Services Ltd. under or in connection with the finance leases (collectively, the “EDC/Axiom Finance Leases” and such obligations, the “EDC/Axiom Finance Lease Obligations”) under which the Aircraft Collateral and other assets (including, for the avoidance of doubt, the Export Development Canada flight simulator) securing such EDC/Axiom Finance Lease Obligations are currently pledged as collateral (all such pledged assets (including the Aircraft Collateral) are collectively referred to herein as the “Finance Lease Collateral”), and thereby release and discharge all liens, encumbrances and rights granted in connection with such EDC/Axiom Finance Leases and the EDC/Axiom Finance Lease Obligations, (b) to effect the transfer of the Finance Lease Collateral from the special purpose entities that currently hold such Finance Collateral to the Borrower and (c) to grant first priority liens on all such Finance Lease Collateral to the DIP Collateral Agent as a portion of the Initial Tranche 1 DIP Collateral, subject to Permitted Liens (as defined in the DIP ~~Term Sheet~~Credit Agreement), and (d) to effectuate any other transactions or matters contemplated under the DIP ~~Term Sheets~~Credit Agreement or other DIP Loan Documents or related to the foregoing to ensure that the Borrower has granted a first priority security interest free and clear of any other liens, claims and encumbrances (other than liens (x) arising in the ordinary course of business comprising mechanics liens, liens mandatorily provided by operation of law, liens securing aviation authority fees and charges, landing fees and EU ETS charges and (y) none of which shall be for obligations that are past due as of the Interim Closing Date) to the DIP Collateral Agent to secure the DIP Loans and the DIP Obligations (each as provided for under the DIP ~~Term Sheet~~Credit Agreement), other than Permitted Liens; and all of which transactions ~~shall occur~~occurred substantially concurrently with each other on the Interim Closing Date (as defined in the DIP ~~Term Sheet~~) ~~and shall be deemed to have occurred substantially concurrently with each other;~~ Credit Agreement);

- (iv) providing for the Guarantors to jointly and severally guarantee on a senior secured superpriority basis any borrowing for the DIP Loans and other DIP Obligations, as set forth in the DIP ~~Term Sheet and, upon finalization and execution thereof, the DIP~~ Credit Agreement and the other DIP ~~Credit Documentation~~Loan Documents;
- (v) granting to the DIP Collateral Agent under this Final Order and the Interim Order, for the benefit of the DIP Secured Parties, valid, enforceable, non-avoidable and automatically perfected DIP Liens (as defined below) on all of the ~~Initial Tranche 1~~ DIP Collateral (as defined in the DIP ~~Term Sheet~~) ~~(with respect to the Finance Lease Collateral, subject to the prior discharge of the EDC/Axiom Finance Lease Obligations~~Credit Agreement), including: (A) senior secured superpriority liens on and security interests in assets of the Debtors consisting of the ~~Initial Tranche 1~~ DIP Collateral (other than ~~Property listed on Schedule 2 to the DIP Term Sheet (the “the~~ Junior Lien Collateral”), as defined in the DIP Credit Agreement); and (B) senior secured superpriority liens on and security interests in all unencumbered assets of the Debtors (including without

limitation all cash and bank accounts of the Debtors); provided that (x) senior secured superpriority liens on and security interests in any Avoidance Actions⁵⁴ and Avoidance Action Proceeds (as defined below) are ~~not granted;~~⁶being granted under this Final Order and, (y) until entry of the Priming Order, DIP Liens are not granted on any assets of the Debtors that are, as of the Petition Date, subject to validly perfected liens securing the obligations under the Pre-Petition Bonds;

- (vi) authorizing the Loan Parties to execute and deliver (A) any agreements or instruments to effect, in accordance with the terms of the Finance Leases and related finance documents, the indefeasible payment in full of the EDC/Axiom Finance ~~Leases~~Lease Obligations and to discharge the EDC/Axiom Finance Lease Obligations, (B) any ~~agreement~~agreements or instruments ~~agreement~~ to satisfy the terms and conditions of the DIP ~~Term Sheet~~Credit Agreement, (C) any collateral perfection documents reasonably determined to be necessary or advisable by the Majority DIP Lenders and (D) all other documentation, including security agreements, trust agreements, pledge agreements, control agreements, mortgages, guarantees, promissory notes, certificates, hedging agreements, instruments, notes, financing statements, each fee letter entered into by any Debtor in connection with the DIP Credit Facility and such other documentation which may be necessary or required to implement the transactions contemplated under the DIP Credit Facility and for the parties to perform thereunder and/or that may be reasonably requested by the Majority DIP Lenders, in each case, as provided for or permitted under the DIP ~~Term Sheet (and, upon finalization and execution thereof, the DIP~~ Credit Agreement and the other DIP ~~Credit Documentation)~~Loan Documents;
- (vii) authorizing the Debtors to borrow the DIP Loans and utilize such ~~the~~ funds pursuant to the terms set forth in the DIP ~~Term Sheet and this~~Credit Agreement, this Final Order, the Interim Order ~~(and, upon finalization and execution thereof, the DIP Credit Agreement~~ and the other DIP ~~Credit Documentation)~~Loan Documents;
- (viii) authorizing the Debtors to incur the obligations under the Initial Tranche 1 DIP Loans and issue any notes or other evidence of such DIP Loans and to incur such obligations thereunder, and incur such other ~~loan~~loans, advances, extensions of credit, financial accommodations, reimbursement obligations, fees (including, without limitation, administrative agency fees and other fees payable to the DIP Secured Parties under the DIP ~~Term Sheet and, upon finalization and execution~~

⁵⁴ “Avoidance Actions” are any and all avoidance actions arising under section 502(d), 544, 545, 547, 548, 550, and 553 of the Bankruptcy Code, or any other avoidance actions under the Bankruptcy Code or similar non-Bankruptcy Code law, and any property received or recovered thereby or proceeds thereof shall be the “Avoidance Action Proceeds”.

⁶ ~~The DIP Credit Facility Motion also seeks to grant a priming lien for the benefit of the DIP Secured Parties, subject to the entry of a Priming Order. The Debtors reserve the right to reflect changes from the provisions hereof in the forthcoming Final Order to address such priming lien matters.~~

~~thereof, the DIP~~ Credit Agreement and the other DIP ~~Credit Documentation~~Loan Documents), along with other costs, expenses and other liabilities, and all other obligations (including indemnities and similar obligations, whether contingent or absolute), in each case, due or payable under the DIP ~~Term Sheet (and, upon finalization and execution thereof, the DIP~~ Credit Agreement and the other DIP ~~Credit Documentation~~Loan Documents, and regardless of whether such occurred prior to or after the Petition Date (collectively, all such obligations, the “DIP Obligations”) and to perform such other and further acts as may be necessary, desirable or appropriate in connection therewith;

- (ix) subject to the Carve-Out (as defined below), granting to the DIP Agent and the other DIP Secured Parties allowed superpriority administrative expense claims status in each of the Chapter 11 Cases and any Successor Cases (as defined below) pursuant to section 364(c)(1) of the Bankruptcy Code in respect of all DIP Obligations;
- (x) authorizing the Debtors to use proceeds of the DIP Credit Facility solely in accordance with this ~~Interim Order, the DIP Term Sheet (and, upon finalization and execution thereof~~Final Order, the DIP Credit Agreement and the other DIP ~~Credit Documentation~~Loan Documents, and the Approved Budget (subject to Permitted Variances ~~(, each as defined below)~~in the DIP Credit Agreement);
- (xi) authorizing the Debtors to pay (~~or, to the extent permitted under the DIP Term Sheet,~~including pay in kind and capitalize as principal obligations, as applicable) the principal, interest, fees, expenses and other DIP Obligations payable under, and in accordance with the terms of, this ~~Interim Order, the DIP Term Sheet (and, upon finalization and execution thereof~~Final Order, the DIP Credit Agreement and the other DIP ~~Credit Documentation~~Loan Documents;
- (xii) vacating and modifying the automatic stay under section 362 of the Bankruptcy Code (the “Automatic Stay”) to the extent set forth herein and to the extent necessary to permit the Loan Parties and the DIP Secured Parties to implement and effectuate the terms, provisions and ~~transaction~~transactions provided for and/or contemplated under this ~~Interim Order, the DIP Term Sheet (and, upon finalization and execution thereof~~Final Order, the DIP Credit Agreement and the other DIP ~~Credit Documentation~~Loan Documents, and to deliver any notices as may be required in connection therewith and/or with the enforcement of any terms ~~or under the DIP Term Sheet (and, upon finalization and execution thereof, the~~ DIP Credit Agreement and the other DIP ~~Credit Documentation~~Loan Documents and as further set forth herein;
- (xiii) waiving any applicable stay (including, *inter alia*, under Bankruptcy Rule 6004) and providing for immediate effectiveness of this ~~Interim Order and, upon its entry, the~~ Final Order; and
- (xiv) establishing and scheduling ~~a final hearing (the “Final Hearing”) to consider final approval of the DIP Credit Facility pursuant to a forthcoming proposed final~~

~~order (the “Final Order”), as described in the DIP Credit Facility Motion and the DIP Term Sheet (and, upon finalization and execution thereof, the DIP Credit Agreement and the other DIP Credit Documentation) as have been or may be filed with this Court prior to~~ the procedures for the Priming Hearing (as defined herein) in connection with obtaining the ~~Final Hearing~~ Priming Order.

The Court having considered the ~~interim~~ relief requested in the DIP Credit Facility Motion, the exhibits attached thereto, the *Declaration of Vitolds Jakovlevs in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Dkt. No. 14] (the “First Day Declaration”), the *Declaration of Stephan T. Krastev in Support of Debtors’ Motion for Entry of Interim and Final Order (I) Authorizing the Debtors to Obtain Postpetition Financing, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting Related Relief* [Dkt. No. 21] (the “Krastev Declaration”), and along with the First Day Declaration, the “Supporting Declarations”), the ~~available~~ DIP Credit ~~Documentation~~ Agreement filed at [ECF No. __]; and the evidence submitted and arguments made at the ~~interim~~ hearing held on September 15, 2026 (the “Interim Hearing”); and the Court having entered, after the Interim Hearing, the Interim Order entered on September 16, 2026 [ECF No. 45]; and the evidence submitted and arguments made at the final hearing held on October [9], 2026 (the “Final Hearing”); and due and sufficient notice of the ~~Interim~~ Final Hearing having been given in accordance with Bankruptcy Rules 2002, 4001(c) and (d), ~~6003~~, 6004 and all applicable Bankruptcy Local Rules; and the ~~Interim~~ Final Hearing having been held and concluded; and all objections, if any, to the ~~interim~~ final relief requested in the DIP Credit Facility Motion having been withdrawn, resolved or overruled by the Court; and it appearing that approval of the ~~interim~~ relief requested in the DIP Credit Facility Motion is necessary to avoid ~~immediate and~~ irreparable harm to the Debtors and their estates ~~pending the Final Hearing~~, otherwise is fair and

reasonable and in the best interests of the Debtors and their estates and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; and the Court having determined that the legal and factual bases set forth in the DIP Credit Facility Motion establish just cause for the relief granted herein; and it appearing that the Debtors' entry into the DIP Term Sheet, the DIP Credit Agreement, and the other DIP ~~Credit Documentation~~Loan Documents is a sound and prudent exercise of the Debtors' business judgment; and after due deliberation and consideration, and good and sufficient cause appearing therefor.

BASED UPON THE RECORD ESTABLISHED AT THE ~~INTERIM~~FINAL HEARING, THE COURT MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:⁷⁵=

A. **Petition Date.** On September 14, 2026 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Court") commencing these chapter 11 cases (the "Chapter 11 Cases"). On September 14, 2026, this Court entered an order approving the joint administration of the Chapter 11 Cases.

B. **Debtors in Possession.** The Debtors have continued in the management and operation of their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. As of the date hereof, no trustee or examiner has been appointed.

⁷⁵= The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

C. Creditors' Committee. On September 25, 2026, the U.S. Trustee appointed the official committee of unsecured creditors [ECF No. 58] (the "Creditors' Committee").

D. ~~C.~~ Jurisdiction and Venue. This 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.). Consideration of the DIP Credit Facility Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. Sections 105, 363, 364, 503, 506, ~~and-507~~ and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014, and the Local Rules provide the bases for the relief sought in the DIP Credit Facility Motion and granted in this ~~Interim~~ Final Order.

E. ~~D.~~ Notice. Notice of the Final Hearing and the relief requested in the DIP Credit Facility Motion has been provided by the Debtors, in accordance with and compliance with Bankruptcy Rules 2002, 4001, and 9014, as well as the Local Rules, and is due, sufficient, and appropriate notice, and complies with section 102(1) of the Bankruptcy Code. Without limiting the foregoing, due notice was afforded, whether by email, overnight courier and/or hand delivery to the Notice Parties. No other or further notice of the DIP Credit Facility Motion with respect to the relief requested at the Final Hearing or the entry of this ~~Interim~~ Final Order shall be required.

F. ~~E.~~ No Control. None of the DIP Agent or the other DIP Secured Parties are control persons or insiders of the Debtors or any of their affiliates by virtue of any of the actions taken with respect to, in connection with, related to, or arising from this Final Order, the Interim Order, the DIP Credit Facility, or the ~~other~~ DIP ~~Credit Documentation~~ Loan Documents.

G. ~~**F. No Claims or Causes of Action.**~~ As of the date hereof, there exist no claims or causes of action against the DIP Agent or the other DIP Secured Parties with respect to, in connection with, related to, or arising from this **Final Order, the** Interim Order, the DIP ~~**Term-Sheet**~~**Credit Agreement**, the other DIP ~~**Credit Documentation**~~**Loan Documents** or otherwise that may be asserted by the Debtors.

H. ~~**G. No Credit Available on More Favorable Terms.**~~ As set forth in the DIP Credit Facility Motion and the ~~**DIP**~~**Supporting** Declarations, the Debtors are unable to obtain: (i) financing on more favorable terms and conditions from sources other than the DIP Lenders under the DIP ~~**Credit Documentation**~~**Loan Documents**; (ii) adequate unsecured credit allowable under section 503(b)(1) of the Bankruptcy Code as an administrative expense; or (iii) credit for money borrowed with priority over any or all administrative expenses of the kind specified in sections 503(b) or 507(b) of the Bankruptcy Code, and have only been able to obtain credit for money borrowed that is secured by, subject to the terms of the DIP ~~**Term-Sheet**~~**Credit Agreement**, a lien on the ~~**Initial Tranche 1**~~ DIP Collateral. The Debtors have also been unable to obtain credit for borrowed money without granting the DIP Liens (as defined below) and the DIP Superpriority Claims to (or for the benefit of) the DIP Secured Parties. Accordingly, the DIP Credit Facility is the best source of debtor in possession financing available to the Debtors.

I. ~~**H. Extension of Financing.**~~ The DIP Secured Parties have indicated a willingness to provide the DIP Credit Facility (and the DIP Loans thereunder) to the Loan Parties in accordance with this **Final Order, the** Interim Order, the other DIP ~~**Credit Documentation and the Initial 13-Week Forecast, a copy of which is attached hereto as Exhibit B**~~ (together with any Updated 13-Week Forecast, in each case, as may be amended in accordance with the terms of the DIP Term Sheet and this Interim Order, the “**Initial Loan**

Documents and the Approved Budget²⁾, and subject to (i) the entry of this ~~Interim~~Final Order, (ii) approval and ratification of the Debtors' entry into the DIP ~~Term Sheet~~,Credit Agreement and the other DIP ~~Credit Documentation~~Loan Documents, and each of their respective terms, and (iii) findings by this Court that such financing is essential to the Debtors' estates (and the continued operation of the Debtors), that the DIP Secured Parties are good-faith financiers, and that the DIP Secured Parties' claims, superpriority claims, security interests and liens, rights, and other protections granted pursuant to and in connection with this Final Order, the Interim Order, and the DIP ~~Term Sheet and the other DIP Credit Documentation~~Loan Documents (including the DIP Superpriority Claims and the DIP Liens), will not be affected by any subsequent reversal, modification, vacatur, stay or amendment of, as the case may be, this Final Order, the Interim Order or any other order, as provided in section 364(e) of the Bankruptcy Code.

J. ~~I.~~ Business Judgment and Good Faith Pursuant to Section 364(e).

(i) The DIP Credit Facility, the DIP Term Sheet and the other DIP ~~Credit Documentation~~Loan Documents result from a competitive process the Debtors, along with their advisors, conducted to select the best available financing under the circumstances. The DIP Credit Facility, the DIP Term Sheet and the other DIP ~~Credit Documentation~~Loan Documents were negotiated in good faith and at arm's length among the Loan Parties and each DIP Secured Party. The terms and conditions of the DIP Credit Facility, the DIP Term Sheet and the other DIP ~~Credit Documentation~~Loan Documents, and the fees paid and to be paid thereunder, are fair, reasonable, and the best available under the circumstances, reflect the Debtors' exercise of business judgment consistent with their fiduciary duties, and constitute reasonably equivalent value and consideration;

(ii) the fees, premiums, and other charges payable under the DIP ~~Credit Documentation~~Loan Documents (including, without limitation, but without duplication, ~~such premium, fees and other amounts as provided in, inter alia: (a) the “Premium and Fees” section of the DIP Term Sheet, (b) Schedule 1 of Exhibit A to the Commitment Letter, (c) subject to entry of the Final Order, the “Make Whole Amount” section of the DIP Term Sheet and (d) other provisions in the DIP Credit Documentation~~the commitment fee provided in Section 2.10(a) of the DIP Credit Agreement, the upfront fee provided in Section 2.10(b) of the DIP Credit Agreement, the exit fee provided in Section 2.10(c) of the DIP Credit Agreement and the Minimum Return Amount provided for in Sections 2.13, 2.14 and the definition of DIP Obligations (subject to the other applicable terms of this Final Order) of the DIP Credit Agreement (as applicable), the DIP Agent fees under the DIP Agent Fee Letter, and other amounts payable under Section 11.04 of the DIP Credit Agreement) (collectively, all such fees and amounts, the “DIP Fees”)) are an integral component of the DIP Credit Facility, were negotiated at arm’s length, in good faith, and without collusion, were a material inducement to each DIP Secured ~~Parties~~Party to provide and/or maintain the DIP Loans, and constitute reasonable and fair consideration for the DIP Secured Parties’ agreement to extend credit and to bear the risks associated therewith; none of the DIP Fees constitute unmatured interest within the meaning of section 502(b)(2) of the Bankruptcy Code, a penalty, a forfeiture, or unenforceable liquidated damages under applicable non-bankruptcy law;

(iii) all obligations incurred, payments made, and transfers or grants of security set forth in this Final Order, the Interim Order, the DIP Credit Facility, the DIP Term Sheet and the DIP ~~Credit Documentation~~Loan Documents by any Loan Party are granted to or for the benefit of the Loan Parties for fair consideration and reasonably equivalent value, and are

granted contemporaneously with the making of the loans and/or commitments and other financial accommodations secured thereby; and

(iv) the use of proceeds from DIP Loans made under the DIP Credit Facility that may be extended under this Final Order, the Interim Order, the DIP Term Sheet and the other DIP ~~Credit Documentation~~ Loan Documents are deemed to be extended by the DIP Lenders and the DIP Secured Parties in good faith and for valid business purposes and uses, and in express reliance upon the protections offered by section 364(e) of the Bankruptcy Code, and the DIP Secured Parties (and the successors and assigns of each) are entitled to the full protection and benefits of section 364(e) of the Bankruptcy Code whether or not this Final Order, the Interim Order or any provision thereof are vacated, reversed or modified, on appeal or otherwise.

K. ~~J.~~ Finance Lease Collateral and Repayment of the EDC/Axiom Finance Leases. As of the Petition Date, the Borrower is liable to Export Development Canada and/or Axiom Baltic Services Ltd. under the EDC/Axiom Finance Leases. The EDC/Axiom Finance Lease Obligations are secured by valid, enforceable, properly perfected, and non-avoidable security interests in and liens on all of the Finance Lease Collateral. The Debtors have material equity value in the Finance Lease Collateral. The DIP Lenders would not agree to provide the DIP Credit Facility without a first priority security interest over the Finance Lease Collateral. Accordingly, undertaking the indefeasible payoff in full of the EDC/Axiom Finance Lease Obligations associated with the Finance Lease Collateral, effecting the immediate transfers of such Finance Lease Collateral to the Borrower, and concurrently granting the DIP Secured Parties a first priority security interest over such Finance Lease Collateral so as to be able to draw upon the Initial Tranche 1 DIP Loans, all of which ~~are to occur~~ occurred substantially

concurrently, ~~constitute~~ on the Interim Closing Date pursuant to the Interim Order,
constituted prudent exercises of the Debtors' business judgment, ~~are~~were in good faith and for
valid business purposes, and such actions and transactions are hereby ratified and confirmed
on a final basis as being in the best interests of the Debtors' estates.

L. ~~K.~~ **Relief Essential; Best Interest.** The relief requested in the DIP Credit Facility
Motion (and provided in this Final Order and the Interim Order) is necessary, essential and
appropriate for the continued operation of the Debtors' businesses and the management and
preservation of their assets and property. Good and sufficient cause has been shown for the entry
of this ~~Interim~~Final Order and for the authorization of the Debtors to obtain financing pursuant
to the DIP ~~Credit Documentation~~Loan Documents and indefeasibly repay in full the
EDC/Axiom Finance Lease Obligations. The Debtors have ~~an immediate and~~a critical need to
obtain the relief set out herein, and will suffer ~~immediate and~~ irreparable harm if the interim
relief is not granted. It is in the best interest of the Debtors' estates that the Debtors be allowed
to enter into the DIP Credit Facility and the DIP ~~Credit Documentation~~Loan Documents (and
entry into such documents is ratified), to incur the DIP Obligations, to indefeasibly repay in full
the EDC/Axiom Finance Lease Obligations, and to grant the liens, claims, rights, and other
protections contemplated by this Final Order, the Interim Order, the DIP Credit Facility, and
the DIP ~~Credit Documentation~~Loan Documents to the DIP Secured Parties.

Based upon the foregoing findings and conclusions, the DIP Credit Facility Motion, the
~~DIP~~Supporting Declarations, and the record before this Court with respect to the DIP Credit
Facility Motion, and after due consideration and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. **Motion Granted on Final Basis.** The DIP Credit Facility Motion is granted on a final basis in accordance with the terms and conditions set forth in this Final Order, the Interim Order, the DIP Credit Agreement and the other DIP Loan Documents. All funding under the DIP Credit Facility, including the Final Order Tranche 1 DIP Loans and, subject to satisfaction of applicable conditions precedent and milestones under the DIP Credit Agreement and entry of a Priming Order, the Tranche 2 DIP Loans and the Tranche 3 DIP Loans, is hereby authorized. Any objections to the relief set forth in this ~~Interim~~Final Order that have not been withdrawn, waived, or settled are hereby denied and overruled.

2. **DIP Credit Facility.**

(a) **DIP Obligations.** The Debtors are expressly and immediately authorized and empowered (i) to enter into the transactions contemplated under the DIP ~~Term Sheet~~Credit Agreement and the other DIP ~~Credit Documentation~~Loan Documents, and their entry into such agreements is hereby ratified and approved as valid and binding obligations of the Debtors, (ii) to incur the DIP Obligations in accordance with and subject to this Final Order, the Interim Order, the DIP ~~Term Sheet~~Credit Agreement and the other DIP ~~Credit Documentation~~Loan Documents, (iii) to enter into, execute and/or deliver all additional DIP ~~Credit Documentation~~Loan Documents and all other instruments, certificates, agreements and documents contemplated thereby or hereby, and (iv) to take all actions, which may be required, otherwise necessary or deemed reasonable by the DIP ~~Agent~~Agents and/or the DIP Arranger for the performance by the Loan Parties under the DIP ~~Term Sheet~~Credit Agreement and the other DIP ~~Credit Documentation~~Loan Documents and the creation and perfection of the DIP Liens described and provided for herein and therein. The Loan Parties are hereby authorized to pay,

without further court order, all principal, interest, fees, costs and expenses, indemnities and other amounts described herein, in the DIP ~~Term Sheet~~Credit Agreement and in the other DIP ~~Credit Documentation~~Loan Documents (including the DIP Obligations) as such shall accrue and become due hereunder or thereunder. Such fees and expenses incurred by the DIP Secured Parties include, *inter alia*, pre-petition fees and expenses arising in connection with the negotiation, drafting and implementation of the DIP Credit Facility, which the Loan Parties agreed to pay under the DIP ~~Term Sheet and other DIP Credit Documentation~~Loan Documents, and the Loan Parties are hereby authorized to pay such, without further court order. The DIP ~~Credit Documentation~~Loan Documents and all DIP Obligations represent, constitute and evidence, as the case may be, valid and binding, joint and several, obligations of the Loan Parties, enforceable against the Loan Parties, their estates and any successors thereto in accordance with their terms, and the terms of the DIP Credit Agreement and the other DIP Loan Documents are hereby fully ratified and approved. All obligations incurred, payments made, rights granted, and transfers or grants of security set forth in this Final Order, the Interim Order, the DIP ~~Term Sheet~~Credit Agreement or the other DIP ~~Credit Documentation~~Loan Documents by any Loan Party are for fair consideration and reasonably equivalent value, and are granted contemporaneously with the making of the loans and/or commitments and other financial accommodations secured thereby. The obligations and guarantees incurred or made, payments made, transfers or grants of security as set forth in the DIP ~~Credit Documentation~~Loan Documents by any Loan Party as approved under this Final Order and the Interim Order shall not be stayed, restrained, voided, voidable or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any challenge, rejection, reduction, subordination, defense, recharacterization, avoidance, reduction, setoff, recoupment or

counterclaim or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or any applicable non-bankruptcy law.

(b) **Authorization to Borrow.** Pursuant to this Final Order and the Interim Order, the Borrower is hereby authorized to borrow under the DIP Credit Facility, and the Guarantors are authorized to guarantee, on a joint and several basis, repayment of such DIP Obligations in respect of the DIP Credit Facility, ~~up to~~ which consists of an aggregate principal amount of up to ~~€140,000,000 in DIP Loans (plus interest, fees, indemnities, and other expenses and other amounts provided for in the DIP Term Sheet) in accordance with this Interim Order, the DIP Term Sheet, the Approved Budgets and the other DIP Credit Documentation.~~ 350,000,000: (i) Tranche 1 DIP Loans in an aggregate amount of €175,000,000 and (ii) subject in each case to satisfaction or waiver of the applicable conditions precedent and Milestones under the DIP Credit Agreement and entry of the Priming Order, (A) Tranche 2 DIP Loans in an aggregate amount of up to €125,000,000 and (B) Tranche 3 DIP Loans in an aggregate amount of up to €50,000,000.

(c) **Intercompany Loans.** The Loan Parties are authorized to advance funds, including DIP Loan proceeds, amongst the Loan Parties and with affiliates thereof in accordance with the Approved Budget; and the DIP ~~Term Sheet and the other DIP Credit Documentation~~ Loan Documents. Until the DIP Obligations have been indefeasibly paid in full (other than contingent indemnification obligations for which no claim has been asserted) and the DIP Commitments have been terminated, any intercompany obligations owed by any of the Debtors shall be collaterally assigned to the DIP Collateral Agent for the benefit of the DIP Secured Parties in accordance with the terms of the DIP ~~Credit Documentation~~ Loan Documents.

(d) **DIP Liens.** Subject to the concurrent extension of the Initial Tranche 1 DIP Loans and, in accordance with the terms of the Finance Leases and related finance documents, the indefeasible payoff in full of the EDC/Axiom Finance Lease Obligations, (effective as of the Closing Date; under the Interim Order) and subject only to the Carve-Out (and, pending entry of the Priming Order, the Permitted Liens (as defined in the DIP ~~Term Sheet~~), ~~if any~~) Credit Agreement), the DIP Collateral Agent, for the benefit of the DIP Secured Parties and to secure the DIP Obligations, is granted, without the necessity of the execution, recordation ~~of filings~~ or filing by the Loan Parties of mortgages, security agreements, control agreements, pledge agreements, financing statements, or other similar documents or instruments, or the possession or control by the DIP Collateral Agent or any DIP Lender of, or over, any collateral, the following security interests and liens (all such liens and security interests granted to the DIP Collateral Agent, for the benefit of the DIP ~~Agent and the other DIP~~ Secured Parties, pursuant to this Final Order, the Interim Order and the other DIP ~~Credit Documentation~~ Loan Documents, collectively, the “DIP Liens” and the property subject to the DIP Liens, the “DIP Collateral”); *provided* that, for the avoidance of doubt, “DIP Collateral” shall include all “DIP Collateral” as defined in the DIP ~~Term Sheet, but subject to any limitations as provided in the~~ ~~DIP Term Sheet with respect to the Final Order DIP Collateral~~; Credit Agreement; *provided, further*, that, notwithstanding anything to the contrary contained herein, all rights of credit card processors under the Credit Card Arrangements (as defined in the *Debtors’ Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to Maintain their Existing Customer Programs and Honor Prepetition Customer Obligations Related Thereto; (II) Modifying the Automatic Stay; and (III) Granting Related Relief* [Dkt. No. 8] (the “Customer Programs Motion”, and ~~any order~~ the Bankruptcy Court’s Interim Order (I) Authorizing the Debtors to

Maintain Their Existing Customer Programs and Honor Prepetition Customer Obligations Related There; (II) Modifying the Automatic Stay; and (III) Granting Related Relief [ECF No. 38] approving the Customer Programs Motion together with any subsequent order of the Bankruptcy Court approving the Customer Programs Motion on a final basis, the “Customer Programs ~~Order~~Orders”) and the Customer Programs ~~Order~~Orders are hereby preserved and shall not be impaired in any way by this Final Order, the Interim Order, by the DIP Liens or by the DIP ~~Credit Documentation~~Loan Documents, and amounts held back by credit card processors in connection with credit card processing services provided to the Debtors and in accordance with the Credit Card Arrangements and the Customer Programs ~~Order~~Orders related to such services shall not be subject to the DIP Liens unless and until such amounts are paid to the Debtors in accordance with the terms of the applicable agreements:

- i. **Section 364(c)(2) DIP Liens**. Pursuant to section 364(c)(2) of the Bankruptcy Code, a valid, binding, enforceable, non-avoidable, continuing and automatically and fully-perfected first priority senior security interest in and lien on all prepetition and postpetition property of the Loan Parties, whether existing on the Petition Date or thereafter acquired, that, on or as of the Closing Date (or upon any date thereafter upon which such DIP Collateral) is not subject to valid, perfected, and non-avoidable liens (or perfected after the Closing Date to the extent permitted by section 546(b) of the Bankruptcy Code), including, without limitation, any unencumbered cash of the Loan Parties (whether maintained with the DIP Agent or otherwise) and any investment of such cash, accounts, inventory, goods, contract rights, mineral rights, instruments, documents, chattel paper, patents, trademarks, copyrights and licenses therefor, accounts receivable, receivables and receivables records, general intangibles, payment intangibles, tax or other refunds, insurance proceeds, letters of credit, intercompany claims, contracts, owned real estate, real property leaseholds, fixtures, deposit accounts, commercial tort claims, securities accounts, instruments, investment property, letter-of-credit rights, supporting obligations, vehicles, machinery and equipment, real property, leases (and proceeds from the disposition thereof), all of the issued and outstanding capital stock of each Loan Party, other equity or ownership interests, including equity interests in subsidiaries and non-wholly-owned subsidiaries, beneficial interests in any trust, money, investment property, causes of action (~~but excluding~~[and including] Avoidance Actions and

Avoidance ~~Actions~~Action Proceeds ~~(as defined below)~~ and all cash and non-cash proceeds, rents, products, substitutions, accessions, profits and supporting obligations of any of the collateral described above, whether in existence on the Petition Date or thereafter created, acquired or arising and wherever located. Under this Final Order and the Interim Order, the valid, binding, enforceable, non-avoidable, continuing and automatically and fully-perfected first priority senior security interest in and lien on property provided under this subparagraph (i) shall cover all ~~of the Initial Tranche 1~~ DIP Collateral ~~other than the Junior Lien~~ that is unencumbered, including the Collateral; ~~provided further that the grant of such liens over the Aircraft, the Collateral Engines, and the other Finance Lease Collateral is subject to the concurrent indefeasible payoff in full of the EDC/Axiom Finance Lease Obligations and the grant of such liens under this subparagraph (i). Additionally, the Debtors will seek permission to grant, at the Final Hearing or in connection with the Final Order, DIP Liens over Debtors' property including any such Avoidance Actions and property received or recovered thereby (collectively, the "Avoidance Action Proceeds").~~ Simulator.

- ii. **Section 364(c)(3) DIP Liens.** Solely with respect to the Junior Lien Collateral, pursuant to section 364(c)(3) of the Bankruptcy Code, a valid, binding, continuing, enforceable, fully-perfected second priority security interest in and lien on all such prepetition and postpetition Property of the Loan Parties, whether now existing or hereafter acquired, and solely junior to the liens existing on such Property as of the Petition Date.

DIP Liens shall not be subject to challenge including under sections 510, 546, 549 or 550 of the Bankruptcy Code. The DIP Liens shall be valid and enforceable against any trustee appointed in the Chapter 11 Cases, upon the conversion of any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or in any other proceedings related to any of the foregoing (such Chapter 11 Cases or proceedings, "Successor Cases"), or upon the dismissal of any of the Chapter 11 Cases. Notwithstanding anything herein or in any of the other DIP ~~Credit Documentation~~Loan Documents to the contrary, no DIP Liens shall be granted over any Property over which liens cannot be provided under the terms of the Cape Town Protocol and the Cape Town Convention, but the DIP Liens shall apply to any proceeds thereof, including as a result of the sale or any other disposition thereof.

(e) **DIP Fees**. The DIP Fees are hereby approved in all respects and are deemed fully earned, non-refundable, irrevocable, and non-avoidable as of the dates provided in ~~the DIP Term Sheet~~, inter alia, Sections 2.10, 2.13, 2.14 and 11.04 of the DIP Credit Agreement and the other DIP ~~Credit Documentation~~Loan Documents, and shall be paid without further application to, notice to, or order of this Court. No DIP Fee shall constitute or be deemed to constitute unmatured interest, a penalty, or unenforceable liquidated damages, and no DIP Fee shall be subject to reduction, recharacterization, disgorgement, avoidance, offset, recoupment, subordination (whether equitable, contractual, or otherwise), disallowance, impairment, or surcharge on any theory.

3. **DIP Superpriority Claims**. Effective as of the date of ~~the~~ entry of ~~this~~the Interim Order, in each case subject to the Carve-Out (and, pending entry of the Priming Order, the Permitted Liens), the DIP Agent, for the benefit of the DIP Secured Parties, is granted pursuant to section 364(c)(1) of the Bankruptcy Code, ~~and effective upon entry of this Interim Order~~, allowed superpriority administrative expense claims for all of the DIP Obligations against the Debtors in each of the Chapter 11 Cases and any Successor Cases on a joint and several basis (without the need to file any proof of claim) with priority over any and all claims against the Debtors or their estates in any of the Chapter 11 Cases or any Successor Cases, 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, including those arising under sections 105, 326, 327, 328, 330, 331, 365, 503(b), 506(c), 507(a), 507(b), 726, 1113 or 1114 of the Bankruptcy Code (including any adequate protection obligations), whether or not such expenses or claims may become secured by a judgment lien or other non-consensual lien, levy or attachment, which

allowed claims (the “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 for all of the DIP Obligations shall be payable from and have recourse to all prepetition and postpetition Property of the Debtors and all proceeds thereof (~~excluding~~and including Avoidance Actions and Avoidance Action Proceeds) in accordance with the DIP ~~Term Sheet~~Credit Agreement, the other DIP ~~Credit Documentation~~Loan Documents, the Interim Order and this ~~Interim~~Final Order, and subject only to the Carve-Out and, pending entry of the Priming Order, the Permitted Liens (as defined in the DIP ~~Term Sheet~~Credit Agreement). The DIP Superpriority Claims for all DIP Obligations shall be entitled to the full protection of section 364(e) of the Bankruptcy Code in the event that this Final Order, the Interim Order or any provision hereof is vacated, reversed or modified, on appeal or otherwise. The DIP Superpriority Claims of each DIP Lender shall be *pari passu* in right of payment with one another, and all DIP Superpriority Claims shall be senior to any adequate protection obligations. No other superpriority claims equal or senior to the DIP Superpriority Claims shall be granted or allowed in these Chapter 11 Cases, and the Debtors will not seek any other postpetition debtor-in-possession financing other than under the DIP Credit Facility approved hereunder, except as otherwise expressly permitted by the DIP ~~Term Sheet~~Credit Agreement or the other DIP ~~Credit Documentation~~Loan Documents (for example, by all DIP Obligations (~~as defined in the DIP Term Sheet~~) having been fully and indefeasibly paid in full in cash (other than contingent indemnification obligations for which no claim has been asserted)) or otherwise with the prior written consent of the Majority DIP Lenders.

4. **Authorization and Approval to Use Proceeds of DIP Loans.** Subject to the terms and conditions and in compliance with this ~~Interim~~Final Order, and the Approved

~~Budgets~~Budget (subject to the terms and variances ~~(, including the Permitted Variances),~~ as provided for under the DIP ~~Term Sheet, and the other DIP~~ Credit ~~Documentation~~Agreement), the Loan Parties are each authorized to use proceeds of the DIP Loans. No DIP Secured Party shall have any obligation or responsibility to monitor any Debtor's use of the DIP Loans, and each DIP Secured Party may rely upon each Debtor's representations that the amount of the DIP Loans or other credit extensions under the DIP Credit Facility requested at any time, and the use thereof, are in accordance with the requirements of this ~~Interim~~Final Order, the Approved ~~Budgets~~Budget (subject to the terms and variances provided for under the DIP ~~Term Sheet~~Credit Agreement) and the other DIP ~~Credit Documentation~~Loan Documents.

5. **Authorization and Approval to Use Proceeds of DIP Loans to Repay in Full the EDC/Axiom Finance Lease Obligations, to Transfer the Finance Lease Collateral to the Borrower and Grant DIP Liens Thereon to the DIP Agent.** In order to effectuate the transactions, funding and grant of DIP Liens to the DIP Secured Parties on the Closing Date as contemplated under this Final Order, the Interim Order, the DIP Term Sheet and the other DIP ~~Credit Documentation~~Loan Documents, the Borrower ~~is hereby~~was authorized and empowered under the Interim Order, pursuant to sections 363 and 105 of the Bankruptcy Code: (a) to, in accordance with the terms of the Finance Leases and related finance documents, effect the indefeasible payoff in full of the EDC/Axiom Finance Lease Obligations and to negotiate, execute, deliver, and enter into and perform under such documents, agreements, instruments, or papers as shall be necessary or appropriate to reflect and constitute such payoff, (b) concurrently with and subject to effecting such payoff, to effect the immediate transfers of such Finance Lease Collateral, including, inter alia, the Aircraft Collateral, to the Borrower, (c) concurrently with and subject to effecting the actions and transactions set forth in clauses (a) and (b) above, to

grant to the DIP Collateral Agent, for the benefit of the DIP Secured Parties, the senior secured priming superpriority liens on all of the Finance Lease Collateral, including, without limitation, the Aircraft Collateral (and shall also concurrently provide senior secured, first priority priming superpriority liens on all of the other Initial Tranche 1 DIP Collateral (other than the Junior Lien Collateral, which shall be subjected to a second priority lien in favor of the DIP Agent for the benefit of the DIP Secured Parties) to the DIP Collateral Agent (for the benefit of the DIP Secured Parties), and (d) to take such further steps as may be desirable or reasonably necessary to collateralize the value of the Aircraft Collateral and the other Finance Lease Collateral in favor of the DIP Secured Parties; provided that all of which transactions and actions as described in the foregoing clauses (a), (b) and (c) shall be deemed to occur simultaneously on the Closing Date. The indefeasible payoff in full of the EDC/Axiom Finance Lease Obligations and the related transactions and transfers and grants authorized under the Interim Order and consummated on the Closing Date are hereby ratified and confirmed on a final basis and shall be irrevocably binding on the Debtors and any and all of the Debtors' successors-in-interest and assigns and all creditors and other parties-in-interest and all of their respective successors and assigns, including, without limitation, any statutory or non-statutory committees appointed or formed in these chapter 11 cases, including the Creditors' Committee and any other person or entity acting or seeking to act on behalf of the Debtors' estates in all circumstances and for all purposes. For the avoidance of doubt, the entry of ~~this~~the Interim Order ~~shall~~ constitute final approval of the indefeasible payoff in full of the EDC/Axiom Finance Lease Obligations, such payoff and the related transactions shall not be stayed, restrained, voided, voidable or recoverable under the Bankruptcy Code or under any applicable non-bankruptcy law, or subject to any challenge, rejection, reduction, subordination, defense,

recharacterization, avoidance, reduction, setoff, recoupment or counterclaim or other claim, cause of action or other challenge of any nature under the Bankruptcy Code or any applicable non-bankruptcy law, and no modification, amendment, waiver or vacatur of ~~this~~the Interim Order or this Final Order shall affect the validity and enforceability thereof. No payment or transfer made by or on behalf of the Debtors to Export Development Canada or Axiom Baltic Services Ltd. on account of the Finance Leases and/or Financed Equipment (as defined in the DIP Credit Facility Motion and which, for avoidance of doubt, includes the Export Development Canada financed simulator) pursuant to this Final Order, the Interim Order, the DIP Term Sheet and the DIP Credit Agreement shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code or any applicable law or subject to any contest, attack, rejection, defense, avoidance, reduction, setoff, recoupment, recharacterization, or subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code, any other order of the Court or applicable law, or regulation by any person or entity.

6. **Automatic DIP Lien Perfection.** This Final Order and the Interim Order shall be sufficient and conclusive evidence of the validity, perfection, and priority of the respective DIP Liens without the necessity of filing or recording any financing statement, deed of trust, mortgage, or other instrument or document which may 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 herein and the other DIP ~~Credit Documentation~~Loan Documents. Notwithstanding the foregoing, the DIP Agent (directly or via a designee) may, as directed by the DIP Arranger or the Majority DIP Lenders, but in all cases subject to the terms of the DIP ~~Credit Documentation~~Loan Documents, in either's sole discretion, file such financing

statements, deeds of trust, mortgages, security agreements, notices of liens international registrations and other similar documents or instruments, and the automatic stay set forth in section 362 of the Bankruptcy Code does not apply or prohibit any of the actions set forth in this paragraph 6, and all such financing statements, deeds of trust, mortgages, security agreements, notices, international registration filings and other agreements or documents or instruments shall be deemed to have been filed or recorded at the time and on the Petition Date. Subject in all instances to the terms of the DIP ~~Term-Sheet~~Credit Agreement and the other DIP ~~Credit-Documentation~~Loan Documents, the Loan Parties shall execute and deliver to the DIP Agent all such financing statements, mortgages, security agreements, notices and other documents or instruments, and otherwise cooperate and assist in any such filings, as the DIP Agent, the DIP Arranger or the Majority DIP Lenders may reasonably request to evidence, confirm, validate or perfect, or to ensure the contemplated priority of, the DIP Liens. The DIP Agent (directly or via a designee), as directed by the DIP Arranger or the Majority DIP Lenders, in either's sole discretion, may (in all instances subject to the terms of the DIP ~~Credit-Documentation~~Loan Documents) file a photocopy of this Final Order or the Interim Order as a financing statement with any recording officer designated to file financing statements or with any registry of deeds or similar office in any jurisdiction in which any Loan Party has real or personal property, and, in such event, the subject filing or recording officer shall be authorized to file or record such copy of this Final Order or the Interim Order. The DIP Agent, the DIP Arranger or the Majority DIP Lenders (in all instances subject to the terms of the DIP ~~Credit-Documentation~~Loan Documents) may require the Loan Parties to enter into U.S. or non-U.S. security documentation (including New York aircraft mortgages, Latvian commercial pledges or other instruments or agreements), in all instances on or following the Interim Closing Date, with respect to such DIP Collateral

owned by any of the Loan Parties or located in non-U.S. jurisdictions and each Loan Party and its respective officers and the DIP Agent (directly or via a designee) are authorized to execute, file and record any documents or instruments as the DIP Agent, the DIP Arranger or the Majority DIP Lenders shall request, subject in all instances to the terms of the DIP ~~Term Sheet~~Credit Agreement and the other DIP ~~Credit Documentation~~Loan Documents, and all such documents and instruments shall be deemed to have been filed or recorded at the time and on the date of entry of ~~this~~the Interim Order.

7. Any provision of any lease or other license, contract or other agreement that requires (i) the consent or approval of one or more landlords or other parties or (ii) the payment of any fees or obligations to any governmental entity, in order for any Debtor to pledge, grant, sell, assign, or otherwise transfer any such leasehold or contractual interest, or the proceeds thereof, or other post-petition collateral related thereto, is hereby deemed to be inconsistent with the applicable provisions of the Bankruptcy Code and shall have no force and effect with respect to the grant of post-petition liens in such leasehold or contractual interest or the proceeds of any assignment and/or sale thereof by the Debtors, in favor of the DIP Secured Parties in accordance with the terms of this ~~Interim~~Final Order or the other DIP ~~Credit Documentation~~Loan Documents.

8. [Reserved]

9. **Carve-Out.** As used in this Final Order, the Interim Order and the other DIP ~~Credit Documentation~~Loan Documents, the “*Carve-Out*” shall be comprised of the following components:

(a) **Clerk and U.S. Trustee Fees**. All fees required to be paid to the Clerk of this Court and U.S. Trustee under section 1930(a) of title 28 of the United States Code and section 3717 of title 31 of the United States Code (collectively, “Clerk and UST Fees”).

(b) **Chapter 7 Trustee Fees**. All reasonable fees and expenses up to \$75,000.00 incurred by a trustee under section 726(b) of the Bankruptcy Code (the “Chapter 7 Trustee Fee Cap”).

(c) **Allowed Professional Fees**. To the extent allowed at any time, whether by interim order, final order, procedural order, or otherwise, all accrued and unpaid fees and expenses (the “Professional Fees”, and upon allowance by this Court, the “Allowed Professional Fees”) of persons or firms retained (or proposed to be retained) by the Debtors pursuant to sections 327, 328, or 363 of the Bankruptcy Code and any persons or firms retained (or proposed to be retained) by the ~~official creditors’ committee (if any)~~⁸Creditors’ Committee pursuant to section 328 or 1103 of the Bankruptcy Code (such persons or firms, the “Professional Persons”) incurred by the Professional Persons (i) at any time before the date of the delivery of the Carve-Out Trigger Notice, and without regard to whether such fees and expenses are provided for in the ~~Initial~~ Approved Budget, and (ii) at any time after the date of delivery of the Carve-Out Trigger Notice in an aggregate amount not exceeding €6,000,000.00 (the “Post-Trigger-Notice Carve-Out Fee Cap”). The Post-Trigger-Notice Carve-Out Fee Cap shall not be reduced or increased by the amount of any compensation or reimbursement of expenses paid prior to the occurrence of an Event of Default in respect of which the Carve-Out is invoked. For purposes of the Carve-Out, Allowed Professional Fees shall exclude any restructuring, sale, consummation,

⁸- ~~Any official committee of unsecured creditors appointed in these Chapter 11 Cases is referred to herein as the “Creditors’ Committee”.~~

success, or similar fee of any Professional Person; *provided* that, for purposes of the Carve-Out, Allowed Professional Fees shall include, if and as payable to Seabury Securities LLC or its affiliates (“Seabury”), as the case may be, in accordance with the terms of each of their respective engagement letters, to the extent such engagement letter and/or applicable fee set forth therein is approved by this Court (for the avoidance of doubt, including any restructuring, sale, consummation, success, financing, or similar fee of Seabury).

(d) **Carve-Out Trigger Notice**. For purposes of this ~~Interim~~Final Order, “Carve-Out Trigger Notice” shall mean a written notice delivered by email (or other electronic means) by the DIP Agent (at the direction of the Majority DIP Lenders) to the Debtors, the Debtors’ lead restructuring counsel (Milbank LLP), the U.S. Trustee, and Willkie Farr & Gallagher LLP, as lead counsel to the Creditors’ Committee, which notice (i) may be delivered only upon the occurrence and during the continuation of an Event of Default (~~as defined below~~ and under Section 8.01 of the DIP Credit Agreement (subject to any applicable grace periods, waivers, or forbearances) and acceleration of the DIP Obligations under the DIP ~~Term Sheet~~Credit Agreement or the other DIP ~~Credit Documentation~~Loan Documents and (ii) shall expressly state that the Carve-Out is triggered and the Post-Trigger-Notice Carve-Out Fee Cap has been invoked.

(e) **Fee Reserve Account Funding After a Carve-Out Trigger Notice**. On the day on which a Carve-Out Trigger Notice is received by the Debtors (with a copy to Willkie Farr & Gallagher LLP, as lead counsel to the Creditors’ Committee), the Carve-Out Trigger Notice shall constitute a demand to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to transfer to a fee reserve account cash in an amount equal to all remaining unfunded portions of the Carve-Out as provided herein to be held in trust to pay

Allowed Professional Fees. Following delivery of a Carve-Out Trigger Notice and the transfer set forth in the prior sentence, the DIP Agent shall deposit into such fee reserve account any cash swept or foreclosed upon (including cash received as a result of the sale or other disposition of any assets) until such fee reserve account has been fully funded in an amount equal to all remaining unfunded portions of the Carve-Out as provided herein. Notwithstanding anything to the contrary in the DIP ~~Credit Documentation or this Interim~~ Loan Documents, the Interim Order, or this Final Order, following delivery of a Carve-Out Trigger Notice, the DIP Agent shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Loan Parties until such fee reserve account has been fully funded in an amount equal to the Carve-Out. Further, notwithstanding anything to the contrary herein, (i) disbursements by the Debtors from such fee reserve account shall not constitute DIP Loans, (ii) the failure of the fee reserve account to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve-Out, and (iii) in no way shall the Carve-Out, fee reserve account, or ~~Initial~~-Approved Budget or any of the foregoing be construed as a cap on the amount of the Professional Fees due and payable by the Debtors or that may be allowed by this Court at any time (whether by interim order, final order, or otherwise).

(f) To the extent such cash on hand is not sufficient to fully fund the fee reserve account, the Carve-Out Trigger Notice shall be deemed to constitute a draw request by the Borrower to the DIP Agent under the DIP ~~Credit Documentation~~ Loan Documents for DIP Loans (on a pro rata basis based on the then outstanding DIP Commitments) to fully fund the fee reserve account, following delivery of the Carve-Out Trigger Notice to the Debtors, notwithstanding anything in the DIP ~~Credit Documentation~~ Loan Documents to the contrary, including with respect to the existence of any default or Event of Default, or any termination of

the DIP Commitments thereunder following an Event of Default. Any such funding of the fee reserve account shall be added to, and made part of, the DIP Obligations secured by the DIP Collateral and shall otherwise be entitled to the protections granted under this ~~Interim~~Final Order, the other DIP ~~Credit Documentation~~Loan Documents, the Bankruptcy Code, and applicable non-bankruptcy law. Funds transferred to such fee reserve account shall not (i) be subject to the DIP Liens, the DIP Superpriority Claims, or any claim, liens or security interests granted to any other party, (ii) constitute DIP Collateral or (iii) constitute cash collateral; *provided* that the DIP Agent (on behalf of the DIP Secured Parties) shall have a reversionary interest in the funds held in such fee reserve account, if any, after all amounts included in the Carve-Out, including any Allowed Professional Fees, have been indefeasibly paid in full pursuant to a final order of this Court (regardless of when such Professional Fees are allowed by this Court) (the “Reversionary Interest”) and, to the extent such funds remain, such funds shall be paid to the DIP Agent for the benefit of the DIP Secured Parties, unless the DIP Obligations have been indefeasibly paid in full (other than contingent indemnification obligations for which no claim has been asserted) and all DIP Commitments terminated. All funds in such fee reserve account shall be used to pay the obligations set forth in the definition of the Carve-Out until such obligations are paid in full. All payments and reimbursements made from such fee reserve account after the delivery of a Carve-Out Trigger Notice shall permanently reduce the Carve-Out on a dollar-for-dollar basis.

(g) **Priority of Carve-Out.** The Carve-Out shall be senior to the DIP Liens and the DIP Superpriority Claims. Notwithstanding anything to the contrary contained in this ~~Interim~~Final Order or any DIP ~~Credit Documentation~~Loan Documents, the security interests, Liens and claims granted to any of the DIP Secured Parties (including, without limitation, the

DIP Liens and DIP Superpriority Claims) under, pursuant to or in connection with the DIP Credit Facility, any DIP ~~Credit Documentation~~Loan Documents, or this ~~Interim~~Final Order, as applicable, shall be subject to payment in full in cash of the amounts due under the Carve-Out.

(h) Notwithstanding the foregoing, so long as a Carve-Out Trigger Notice has not been delivered in accordance with ~~this~~the Interim Order or this Final Order: (i) the Debtors shall be permitted to pay Professional Fees, as the same may become due and payable, including on an interim basis, solely in accordance with orders of this Court, and (ii) such payments shall not reduce, or be deemed to reduce, the Post-Trigger-Notice Carve-Out Fee Cap.

(i) None of the DIP Agent or the DIP Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with these Chapter 11 Cases or any Successor Cases. Nothing in this ~~Interim~~Final Order or otherwise shall be construed to obligate the DIP Agent or the DIP Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person, or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

10. **Aircraft Lease Matters.** Other than with respect to the Aircraft Collateral and the other Finance Lease Collateral (which, subject to the terms and provisions of the DIP ~~Term Sheet~~Credit Agreement and other DIP ~~Credit Documentation~~Loan Documents, shall constitute DIP Collateral), the DIP Collateral shall not include any of the Debtors' (i) ~~other~~-leasehold interests in leases for aircraft equipment (including but not limited to aircraft, airframes, engines, flight simulators, parts, or other related equipment) ~~leases or equipment~~ (collectively, "Aircraft Equipment") or the Aircraft Equipment leased thereunder or (ii) ~~equipment~~Aircraft Equipment subject to financing arrangements (whether through secured loans, finance leases or otherwise) and interests in the underlying financing

agreements, in each case solely to the extent that ~~both (y) the relevant lease or financing agreement prohibits or conditions the grant of a lien or assignment of a lease or other financing agreement upon the consent of a non-Debtor counterparty to the extent such consent is not actually obtained~~ ~~and (z) the grant of liens over such Property cannot be provided pursuant to the terms of the Cape Town Protocol and the Cape Town Convention~~; provided, however, that the DIP Liens shall apply to and cover any sale proceeds and/or other proceeds arising from such Property of the Debtors.

~~11. [Reserved]~~

11. Aircraft Creditors. Nothing in this Final Order (i) shall constitute a waiver, forbearance or adjudication of any rights of any lessors, secured parties or conditional sellers, or of any trustee, agent or controlling party for any such entity (collectively, any such entities, the “Aircraft Creditors”) of Aircraft Equipment leased to, subject to a conditional sale involving and/or a security interest granted by any the Debtors, in each case, under the Cape Town Treaty⁶ (if applicable) or under section 365(d)(5) of the Bankruptcy Code, in all cases, relating to such Aircraft Equipment, or (ii) shall prejudice, limit or otherwise affect any rights of any Aircraft Creditor or the Debtors under the Cape Town Treaty (if applicable) and/or section 365(d)(5) of the Bankruptcy Code, in all cases, relating to such Aircraft Equipment, all of which rights are expressly reserved and preserved. The Debtors and all other parties in interest have reserved all

⁶ The “Cape Town Treaty” is comprised of, collectively, (a) that certain Convention on International Interests in Mobile Equipment (the “Cape Town Convention”), and (b) that certain Protocol to the Convention on International Interests on Matters Specific to Aircraft Equipment (the “Cape Town Protocol”), each as adopted on November 16, 2001, at a diplomatic conference in Cape Town, South Africa. Collectively, the Cape Town Protocol and the Cape Town Convention are referred to as the “Cape Town Treaty.”

rights to contest whether the Cape Town Treaty applies to any Aircraft Equipment or the Debtors.

12. **Events of Default; Rights and Remedies Upon Event of Default.**

(a) The occurrence of any “Event of Default” under ~~(and as defined in)~~ Section 8.01 of the ~~DIP Term Sheet or any other~~ DIP Credit ~~Documentation~~ Agreement shall constitute a “DIP Event of Default” under this ~~Interim~~ Final Order.

(b) The Automatic Stay is hereby modified to the extent necessary to permit the DIP Agent (acting at the direction of the Majority DIP Lenders) to take any or all of the following actions, at the same time or different times, in each case without further order or application of the Court and immediately upon the occurrence of a DIP Event of Default: (i) deliver a notice of a DIP Event of Default to the Debtors, the Creditors Committee, and the U.S. Trustee (provided that such notice must be provided to each); (ii) declare the termination, reduction or restriction of any further DIP Commitments to the extent any such DIP Commitments remain; and (iii) declare all applicable DIP Obligations to be immediately due and payable, without presentment, demand, protest or other notice of any kind, all of which are expressly waived by the DIP Obligors; *provided* that such declaration shall be subject to the Carve-Out as provided above and effective five (5) business days following delivery of a notice of a DIP Event of Default by the DIP Agent to the Debtors (and their lead restructuring counsel) (the “Remedies Notice Period”) (any such declaration of the foregoing (i) through (iii), a “Termination Declaration” and the date of such Termination Declaration, the “Termination Declaration Date”).

(c) The Termination Declaration shall be given by electronic mail (or other electronic means) to the Debtors (and their lead Chapter 11 counsel), counsel to ~~any~~ the Creditors

Committee ~~(if appointed)~~, and to the U.S. Trustee. The Automatic Stay otherwise applicable to the DIP Agent and the other DIP Secured Parties is hereby modified so that, following the Remedies Notice Period: the DIP Agent (acting at the direction of the Majority DIP Lenders) shall be authorized and entitled, without further notice to the Debtors or any other interested party but subject to and in accordance with the terms of the DIP ~~Term Sheet~~ Credit Agreement and the other DIP ~~Credit Documentation~~ Loan Documents, to exercise its rights and remedies in accordance with the DIP ~~Term Sheet~~ Credit Agreement and the other DIP ~~Credit Documentation~~ Loan Documents and this ~~Interim~~ Final Order (including, without limitation, to declare all DIP Obligations immediately due and payable and charge default interest under ~~the DIP Term Sheet and~~ Sections 2.08 and 8.01 of the DIP Credit Agreement and/or other applicable provisions of the other DIP ~~Credit Documentation~~ Loan Documents) and shall be permitted to satisfy the relevant DIP Obligations, DIP Superpriority Claims, and DIP Liens, subject to and consistent with (i) the Carve-Out, (ii) this ~~Interim~~ Final Order, and (iii) the DIP ~~Term Sheet~~ Credit Agreement and the other DIP ~~Credit Documentation~~ Loan Documents; *provided that*, notwithstanding the foregoing or anything to the contrary in the DIP ~~Credit Documentation~~ Loan Documents (but without affecting the DIP Secured Parties' foreclosure and other applicable enforcement rights provided under applicable law), the DIP Secured Parties shall not be permitted to compel the Debtor to sell any of its assets pursuant to section 363(b) of the Bankruptcy Code or any other applicable law absent Bankruptcy Court approval.

(d) Following expiration of the Remedies Notice Period, whether or not the maturity of any of the DIP Obligations shall have been accelerated, the Automatic Stay imposed under section 105 or section 362(a) of the Bankruptcy Code or otherwise will automatically be terminated with respect to the DIP Agent and the DIP Secured Parties who shall be permitted to

proceed to protect, enforce and exercise all other rights and remedies provided for in the DIP ~~Credit Documentation~~Loan Documents and under applicable law, including, but not limited to, by (i) immediately terminating and/or revoking the Debtors' right under this ~~Interim~~Final Order and any other DIP ~~Credit Documentation~~Loan Documents, as applicable, to use any cash collateral or proceeds of the DIP Credit Facility Financing (except for the Carve-Out or toward satisfaction of the DIP Obligations as provided in this ~~Interim~~Final Order and the applicable DIP ~~Credit Documentation~~Loan Documents), (ii) bringing any action at law or other appropriate proceeding, whether for the specific performance of any covenant or agreement contained in any such DIP ~~Credit Documentation~~Loan Documents or any instrument pursuant to which such DIP Obligations are evidenced, (iii) foreclosing and tasking any other enforcement action on all of or any portion of the DIP Collateral including freezing any cash collateral held in the Debtors' accounts, (iv) immediately setting-off any and all amounts in accounts maintained by the Debtors against the DIP Obligations, or otherwise enforcing any and all rights against any DIP Collateral in the possession of the DIP Agent or the other DIP Secured Parties, including, without limitation, disposition of the DIP Collateral and application of net cash proceeds thereof to satisfaction of the DIP Obligations, and (v) taking any other actions or exercising any other rights or remedies permitted under this ~~Interim~~Final Order, the other DIP ~~Credit Documentation~~Loan Documents, or applicable law (including, without limitation, under the New York Uniform Commercial Code, the Cape Town Convention and the Cape Town Protocol), in each case, without further notice to or order of the court unless the Debtors, the Creditors' Committee ~~(if appointed)~~, any other party in interest, and/or the U.S. Trustee have obtained an order of the Court preventing such action.

(e) During the Remedies Notice Period, (i) subject to paragraph 9(f) of this ~~Interim~~Final Order, the Debtors shall be prohibited from requesting any further draws under the DIP Credit Facility, the DIP ~~Term-Sheet~~Credit Agreement or the other DIP ~~Credit Documentation~~Loan Documents, and (ii) the Debtors, the Creditors' Committee ~~(if appointed)~~, any other party in interest, and/or the U.S. Trustee shall be entitled to seek an emergency hearing (a "Remedies Hearing") to consider (a) whether a DIP Event of Default has occurred or is continuing and (b) any appropriate relief (including, without limitation, the Debtors' non-consensual use of any cash collateral), and the DIP Agent and the DIP Secured Parties shall be deemed to have consented to such emergency hearing.

(f) Upon the occurrence and continuation of a DIP Event of Default, the DIP Agent, acting at the direction of the Majority DIP Lenders, may declare the termination, reduction or restriction of any further DIP Commitments to the extent any such DIP Commitments remain.

(g) No rights, protections or remedies of the DIP Secured Parties granted by the provisions of this ~~Interim~~Final Order, the DIP ~~Term-Sheet~~Credit Agreement or the other DIP ~~Credit Documentation~~Loan Documents shall be limited, modified or impaired in any way by: (i) any actual or purported withdrawal of the consent of any party to the Debtors' authority to continue to use cash collateral; (ii) any actual or purported termination of the Debtors' authority to continue to use cash collateral; or (iii) other than as set forth therein, the terms of any other order or stipulation related to the Debtors' continued use of cash collateral or the provision of adequate protection to any party.

(h) All proceeds realized in connection with the exercise of rights and remedies of the applicable DIP Secured Parties shall be applied (and, as necessary, turned over)

in accordance with the terms of this ~~Interim~~Final Order, the DIP ~~Term Sheet~~Credit Agreement and the other DIP ~~Credit Documentation~~Loan Documents.

13. **Proofs of Claim.** None of the DIP Secured Parties shall be required to file proofs of administrative claims in any of these Chapter 11 Cases or any Successor Cases for any administrative claim allowed herein or provided for under the DIP Credit Facility, the DIP ~~Term Sheet~~Credit Agreement or any DIP ~~Credit Documentation~~Loan Document. Notwithstanding any order entered by this Court in relation to the establishment of a bar date or administrative bar date in any of these Chapter 11 Cases or any Successor Cases to the contrary, the DIP Agent, on behalf of itself and the other DIP Secured Parties, is hereby authorized and entitled, in its sole and absolute discretion, but not required, to file (and amend and/or supplement, as it sees fit) an administrative claim and/or aggregate proofs of administrative claims in each of these Chapter 11 Cases or any Successor Cases for any administrative claim allowed or provided for herein, the DIP ~~Term Sheet, the DIP Term Sheet~~Credit Agreement or any DIP ~~Credit Documentation~~Loan Document. Any such proof of administrative claim may (but is not required to be) filed as one consolidated proof of administrative claim against all of the Debtors, rather than as separate proofs of claim against each Debtor. Any proof of administrative claim filed by the DIP Agent shall be deemed to be in addition to and not in lieu of any other proof of administrative claim that may be filed by any of the other respective DIP Secured Parties.

14. **Other Rights and Obligations.**

(a) **Good Faith under Section 364(e) of the Bankruptcy Code; No Modification or Stay of this ~~Interim~~Final Order.** Based on the findings set forth in this Final Order and the Interim Order and in accordance with section 364(e) of the Bankruptcy Code, which is applicable to the DIP Credit Facility, in the event any or all of the provisions of this

Final Order or the Interim Order are hereafter modified, amended, vacated or stayed by a subsequent order of this Court or any other court, the DIP Secured Parties are deemed to have acted in good faith and are hereby entitled to all the protections and benefits provided by section 364(e) of the Bankruptcy Code.

(b) **Expenses.** The Debtors shall pay, without further Court order, all reasonable and documented fees and expenses of the DIP Secured Parties required by ~~the DIP Term Sheet~~, among other provisions of the DIP Loan Documents, Section 11.04 of the DIP Credit Agreement, including the reasonable and documented fees and expenses of advisors or consultants retained by the DIP Lenders, the Fronting Lender or DIP Agent in accordance with the DIP ~~Term Sheet~~ Credit Agreement and/or the other DIP Loan Documents. Payment of such fees and expenses shall not be subject to allowance or review by this Court or subject to the U.S. Trustee fee guidelines and regardless of whether such fees were incurred prior to or after the Petition Date; *provided* that any time that such professionals seek payment of fees and expenses from the Debtors prior to confirmation of a chapter 11 plan, each professional shall provide summary copies of its invoices (which shall not be required to contain time entries and which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of their invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine) to the Debtors, the U.S. Trustee, and lead counsel to ~~if appointed~~, the Creditors' Committee (collectively, the "Review Parties"). Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the applicable professional within 10 calendar days after the receipt by the Review Parties (the

“Review Period”). If no written objection is received by 12:00 p.m. (prevailing Eastern Time) at the end date of the Review Period, the Debtors shall pay such invoices no later than five business days after the end date of the Review Period. If an objection to a professional’s invoice is received within the Review Period, the Debtors shall promptly pay the undisputed amount of the invoice and this Court shall have jurisdiction to determine the disputed portion of such invoice if the parties are unable to resolve the dispute consensually.

(c) **No Waiver.** The failure or delay of any DIP Secured Parties to seek relief or otherwise exercise their rights and remedies under this ~~Interim~~Final Order, the DIP ~~Term-Sheet~~Credit Agreement or any other DIP ~~Credit Documentation~~Loan Document, or applicable law, as the case may be, shall not constitute a waiver of any of the rights hereunder, thereunder, or otherwise of any of the DIP Secured Parties, unless any such waiver is pursuant to a written instrument executed by the DIP Agent and/or the affected DIP Secured Party.

(d) **No Third-Party Rights.** Except as explicitly provided for herein, this ~~Interim~~Final Order does not create any rights for the benefit of any third party, creditor, equity holder or any direct, indirect, third party or incidental beneficiary.

(e) **Consent.** Nothing in this ~~Interim~~Final Order shall be construed to convey on any individual DIP Secured Party any consent, voting or other rights beyond those (if any) set forth in the DIP ~~Credit Documentation~~Loan Documents.

(f) **Application of Proceeds.** The DIP Secured Parties shall be entitled to apply the payments or proceeds of the DIP Collateral in accordance with the provisions of this ~~Interim~~Final Order and the other DIP ~~Credit Documentation~~Loan Documents, as applicable.

(g) **No Marshaling.** The DIP Secured Parties shall be entitled to apply the payments or proceeds of the DIP Collateral in accordance with the provisions of this Final Order

and the other DIP Loan Documents, as applicable, and in no event shall the DIP Secured Parties be subject to the equitable doctrine of “marshaling” or any other similar doctrine with respect to any of the DIP Collateral; provided that, prior to seeking payment on account of any DIP Obligations or DIP Superpriority Claims from any proceeds of the Debtors’ claims and causes of action pursuant to sections 502(d), 544, 545, 547, 548, 549, 551, 553(b), 732(2) or 742(2) of the Bankruptcy Code, the DIP Secured Parties shall use commercially reasonable efforts to first satisfy such claims from all other DIP Collateral. In no event shall the “equities of the case” exception in section 552(b) of the Bankruptcy Code apply to the DIP Agent or the other DIP Secured Parties with respect to proceeds, products, offspring or profits of any DIP Collateral or in any matter related to the DIP Credit Facility.

(h) ~~(g)~~ **Non-Interference; No Other Liens.** No person or entity, including any holder of prepetition indebtedness of the Debtors or any agent or trustee in respect of any such indebtedness (a “Prepetition Creditor”), shall take or fail to take any action that would impede, interfere with, delay or prevent the Debtors’ or the DIP Secured Parties’ implementation of the transactions authorized or contemplated by this ~~Interim~~Final Order or the other DIP ~~Credit Documentation~~Loan Documents, including the repayment and satisfaction of the EDC/Axiom Finance Lease Obligations and the substantially concurrent collateralization of the Finance Lease Collateral in favor of the DIP Secured Parties. Except as expressly authorized by this ~~Interim~~Final Order or the other DIP ~~Credit Documentation~~Loan Documents, the Debtors shall not create, incur, grant or permit to exist any lien or security interest on any assets contemplated by the DIP ~~Credit Documentation~~Loan Documents to be DIP Collateral in favor of any person or entity, including any Prepetition Creditor, other than the DIP Secured Parties.

(i) ~~(h)~~ **Amendment.** As provided in and consistent with their respective rights under Section 11.08 of the DIP ~~Term Sheet~~Credit Agreement and the other DIP ~~Credit~~

~~Documentation~~Loan Documents, the Borrower and the applicable Loan Parties, as the case may be, with the consent of the Majority DIP Lenders (except as otherwise provided in Section 11.08 of the DIP ~~Term Sheet or other DIP Documentation~~Credit Agreement or, if applicable, another DIP Loan Document) and, to the extent provided in the DIP ~~Credit Documentation~~Loan Documents, may make any non-material amendment, modification, supplement or waiver of any provision of the ~~Initial~~-Approved Budget or the DIP ~~Credit Documentation~~Loan Documents, and the Debtors are authorized to enter into any such amendment, modification, supplement or waiver, without further notice to or approval of this Court, and shall provide copies of any such amendments to the U.S. Trustee and counsel for any Creditors' Committee ~~(if appointed)~~. Except as otherwise provided herein, no waiver, modification, or amendment of any of the provisions hereof or of any other DIP ~~Credit Documentation~~Loan Document (including any material amendment, modification, supplement or waiver thereof) shall be effective unless (i) set forth in writing, (ii) signed by, or on behalf of, the Borrower, the other applicable Loan Parties, and the Majority DIP Lenders (except as otherwise provided in Section 11.08 of the DIP ~~Term Sheet or other DIP Documentation~~Credit Agreement or, if applicable, another DIP Loan Document), and (iii) approved by this Court after notice to the U.S. Trustee and counsel for any Creditors' Committee ~~(if appointed)~~. For the avoidance of doubt, nothing herein shall modify the terms or requirements provided for under Section 11.08 of the DIP Credit ~~Documentation~~Agreement or, if applicable, another DIP Loan Documents or otherwise agreed among the applicable DIP Secured Parties for amending, modifying, supplementing or waiving ~~the~~any provision of ~~any of~~ the DIP ~~Credit Documentation~~Loan Documents.

(j) ~~(i)~~ **Priority of Terms.** To the extent of any conflict between or among (i) the express terms or provisions of any of the DIP ~~Credit Documentation~~ Loan Documents, the DIP Credit Facility Motion, the Interim Order, any other order of this Court, or any other agreements, on the one hand, and (ii) the terms and provisions of this ~~Interim~~ Final Order, on the other hand, unless such term or provision herein is phrased in terms of “defined in” or “as set forth in” any of the other DIP ~~Credit Documentation~~ Loan Documents, the terms and provisions of this ~~Interim~~ Final Order shall govern.

(k) ~~(j)~~ **Survival of This ~~Interim~~ Final Order.** The provisions of this Final Order, the Interim Order and any actions taken pursuant thereto shall survive entry of any order which may be entered (i) confirming any Plan in these Chapter 11 Cases, (ii) converting any of these Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code, (iii) to the extent authorized by applicable law, dismissing any of these Chapter 11 Cases, (iv) withdrawing of the reference of any of these Chapter 11 Cases from this Court or (v) providing for abstention from handling or retaining of jurisdiction of any of these Chapter 11 Cases in this Court. The terms and provisions of this Final Order and the Interim Order, including the DIP Liens and DIP Superpriority Claims granted pursuant to this Final Order and the Interim Order, shall continue in full force and effect notwithstanding the entry of such order, and such DIP Liens and DIP Superpriority Claims shall maintain their respective priorities as provided by ~~this~~ the Final Order, the Interim Order, the DIP Credit Facility, and the other DIP ~~Credit Documentation~~ Loan Documents (as the case may be) until all of the DIP Obligations have been indefeasibly paid in full (other than contingent indemnification obligations for which no claim has been asserted) or as otherwise provided in the DIP ~~Credit Documentation~~ Loan Documents.

(l) ~~(k)~~ **[Reserved]**

(m) ~~(n)~~ **No Discharge.** The DIP Obligations shall not be discharged by the entry of an order confirming any plan of reorganization in any of these Chapter 11 Cases, notwithstanding the provisions of section 1141(d) of the Bankruptcy Code, unless such obligations have been indefeasibly paid in full (other than contingent indemnification obligations for which no claim has been asserted), on or before the effective date of such plan of reorganization.

(n) ~~(m)~~ **Credit Bid Rights.** In connection with any sale process authorized by this Court, whether effectuated through section 363 or section 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, and subject in all respects to the DIP ~~Credit Documentation~~ Loan Documents, the DIP Agent (directly or via one or more acquisition vehicles), at the direction of the Majority DIP Lenders, shall have the unqualified right to credit bid all or any portion of the then outstanding DIP Obligations in connection with the sale of any Loan Party's assets, whether such sale is effectuated through section 363 or section 1129 of the Bankruptcy Code, by a chapter 7 trustee under section 725 of the Bankruptcy Code, or otherwise, pursuant to section 363(k) of the Bankruptcy Code. The DIP Agent, at the direction of the Majority DIP Lenders, on behalf of the DIP Lenders, shall have the right to assign, sell, or otherwise dispose of its right to credit bid in connection with any credit bid by or on behalf of the DIP Secured Parties to any acquisition entity or joint venture formed in connection with such bid.

(o) ~~(n)~~ **Rights Cumulative.** The rights and obligations, including any consent rights, as provided under this ~~Interim Order~~ Final shall be cumulative, and not alternative, to, and not otherwise derogate from, the rights and obligations as provided under the DIP ~~Credit Documentation~~ Loan Documents.

(p) ~~(e) Notices to Creditors' Committee. If and after a Creditors Committee~~
~~is formed by the Office of the U.S. Trustee, then without~~ Without limiting the terms of any DIP
~~Credit Documentation~~ Loan Documents, the Borrower shall deliver a copy of each Approved
Budget to Willkie Farr & Gallagher LLP, as lead counsel ~~and, if any, to the Creditors'~~
Committee, and the financial advisors to the ~~such~~ Creditors' Committee, if any, as soon as
reasonably practicable after it has been approved by the DIP Agent (at the direction of the
Majority DIP Lenders) or Majority DIP Lenders.

15. Limitation of Liability. In determining to make any loan under the DIP ~~Term~~
~~Sheet~~ Credit Agreement pursuant to this ~~Interim~~ Final Order or the other DIP ~~Credit~~
~~Documentation~~ Loan Documents, 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. Furthermore,
nothing in this ~~Interim~~ Final Order or the other DIP ~~Credit Documentation~~ Loan Documents
shall in any way be construed or interpreted to impose or allow the imposition upon the
DIP Secured Parties of any liability for any claims arising from the prepetition or postpetition
activities of any of the Debtors. None of the DIP Secured Parties in their capacity as such or any
of their affiliates are successors to the Debtors or their estates by reason of any theory of law or
equity, and none of the DIP Secured Parties or any of their affiliates shall assume or in any way
be responsible for any liability or obligation of any of the Debtors and/or their estates.

16. Section 506(c) Claims. No costs or expenses of administration which have
been or may be incurred by any Debtor or their estate in these Chapter 11 Cases at any time
(excluding, for the avoidance of doubt, the Carve-Out) shall be charged against the
DIP Secured Parties or the DIP Collateral pursuant to sections 105 or 506(c) of the

Bankruptcy Code or otherwise. Nothing contained in this ~~Interim~~Final Order shall be deemed a consent by the DIP Secured Parties to any charge, lien, assessment, or claim against, or in respect of, the DIP Collateral, under sections 506(c) or 105(a) of the Bankruptcy Code, or otherwise.

~~17. Final Hearing. The following shall apply with respect to the Final Hearing:~~

17. Priming Order Hearing; Discovery and Briefing Schedule. In the DIP Financing Motion, the Debtors requested entry of a Priming Order, which is a condition to the funding of the Tranche 2 DIP Loans and Tranche 3 DIP Loans. Such request will be considered at a hearing consistent with the terms of this Final Order (the “Priming Hearing”). The following schedule in respect of the Priming Hearing shall be binding on all parties in interest seeking to participate in discovery in connection with the Debtors’ request for entry of the Priming Order or to be heard at the Priming Hearing, and such schedule shall not be modified other than (i) upon consent (which may be communicated by email via counsel) of each of the Debtors, the Majority DIP Lenders, the Creditors’ Committee, and the Ad Hoc Group⁷ or (ii) by further order of the Court upon request by the Debtors, which may include an application that a decision on such request be made on an expedited basis:

⁷ As defined in the Limited Objection and Reservation of Rights of the Ad Hoc Group of 2029 Bondholders with Respect to the Debtors’ DIP Financing Motion and Vendor Motion [ECF No. 25].

- ~~(a) The Final Hearing is scheduled for~~Friday, October 9, 2026 at 10:00 a.m.
~~before this Court.~~⁹: Deadline for service of all discovery requests.⁸

~~(b) Objections. Any party in interest objecting to the relief sought at the Final Hearing shall file and serve written objections, which objections shall be served upon (a) the U.S. Trustee; (b) entities listed as holding the thirty (30) largest unsecured claims against the Debtors (on a consolidated basis); (c) proposed counsel to the Debtors, Milbank LLP, 55 Hudson Yards, New York, NY 10001 (Attn.: Evan R. Fleck, Jaimie Fedell); (d) counsel to the DIP Secured Parties (other than the DIP Agent), Vedder Price P.C., 1633 Broadway, 31st Floor, New York, New York 10019 (Attn: Michael Edelman and Cameron Gee); (e) counsel to the DIP Agent, Seward & Kissel LLP, One Battery Park Plaza, New York, NY 10004 (Attn: Gregg S. Bateman (bateman@sewkis.com) and John R. Ashmead (ashmead@sewkis.com)); (f) counsel to the ad hoc group for the Prepetition Bonds, Hogan Lovells Cadwalader US LLP, 390 Madison Avenue, New York, NY 10017 (Attn: David P. Simons; Christopher R. Bryant; Raymond M. Navaro; (h) the Creditors' Committee (if appointed) and its legal counsel, (h) the Internal~~

⁹- ~~Because, as described further in the DIP Term Sheet, the grant of DIP Liens for the DIP Obligations being provided under the Interim Order may materially differ from the DIP Liens to be provided under the Final Order to the extent that the Final Order is the Priming Order (i.e., an order providing for non consensual priming liens on prepetition collateral, as set forth in the DIP Term Sheet), to the extent that the Final Order is the Priming Order, the Debtors, DIP Agent and DIP Secured Parties shall file the form of the proposed Final Order as soon as practicable, but, in any event, at least 14 days prior to the date of the Final Hearing, with the deadline to file any objections to the form of proposed Final Order being at least 3 days prior to the Final Hearing. To the extent that the Final Order is not the Priming Order, the Debtors, DIP Agent and DIP Secured Parties shall file the form of the proposed Final Order in any event at least 7 days prior to the date of the Final Hearing, with the deadline to file any objections to the form of proposed Final Order being at least 3 days prior to the Final Hearing. Furthermore, the Debtors, DIP Agent and DIP Secured Parties shall file the form of DIP Credit Agreement as soon as practicable, but, in any event, at least 7 days prior to the date of the Final Hearing.~~

⁸ In light of the timeline, parties intending to serve discovery requests are encouraged to do so as promptly as possible, including in advance of the deadline.

~~Revenue Service; (i) the Securities and Exchange Commission; and (j) any other party that has filed a request for notices with this Court pursuant to Bankruptcy Rule 2002, with a copy to the Court's chamber, in each case to allow actual receipt by the foregoing no later than the date as determined in accordance with footnote 9 of this Interim Order, and otherwise in conformity with the Court's order establishing notice and case management procedures.~~

- Friday, October 16, 2026: Deadline for substantial completion of document production.
- Monday, October 26, 2026: Deadline to submit all opening expert reports.
- Friday, October 30, 2026: Deadline to complete all fact depositions.
- Monday, November 2, 2026: Deadline to submit all rebuttal expert reports.
- Friday, November 6, 2026: Deadline to complete all expert depositions.
- Tuesday, November 10, 2026: Deadline to file any objections to entry of the Priming Order.
- Monday, November 16: Deadline to file any replies to objections to entry of the Priming Order.
- Tuesday, November 17 – Wednesday, November 18, 2026: Priming Hearing.

~~(c) The Debtors shall promptly serve copies of this Interim Order (which shall constitute adequate notice of the Final Hearing) to the parties having been given notice of the Interim Hearing and to any party that has filed a request for notices with this Court.~~

18. **Headings**. Section headings used herein are for convenience only and are not to affect the construction of or to be taken into consideration in interpreting this ~~Interim~~Final Order.

19. **Retention of Jurisdiction**. This Court has and will retain jurisdiction to enforce the terms of, any and all matters arising from or related to the DIP Credit Facility, the DIP ~~Credit-Documentation~~Loan Documents, the Interim Order and/or this ~~Interim~~Final Order.

20. **Notice of Extensions of Milestones**. To the extent any milestone under any DIP ~~Credit-Documentation~~Loan Documents is extended in accordance with the terms thereof, a notice of such extension shall be filed on the docket for these Chapter 11 Cases no later than 1 business day after such extension is effectuated.

SO ORDERED by this Court on ~~September 16~~[], 2026.

~~/s/ Lisa G. Beckerman~~_____

THE HONORABLE LISA G. BECKERMAN
UNITED STATES BANKRUPTCY JUDGE

Exhibit C

DIP Credit Agreement

SUPER-PRIORITY DEBTOR-IN-POSSESSION TERM LOAN AGREEMENT

dated as of [•], 2026 among

AIR BALTIC CORPORATION AS,
a debtor and a debtor-in-possession as Borrower

THE GUARANTORS PARTY HERETO,
each a debtor and a debtor-in-possession

BARCLAYS BANK IRELAND PLC,
as Fronting Lender

THE DIP LENDERS PARTY HERETO,
STRATEGIC VALUE PARTNERS, LLC,
as DIP Arranger

GLAS USA LLC,
as DIP Administrative Agent

and

GLAS AMERICAS LLC,
as DIP Collateral Agent

€350,000,000 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 [•], 2026, among Air Baltic Corporation AS, a stock company (*akciju sabiedrība*) incorporated under the laws of the Republic of Latvia with registration number 40003245752, having its registered office at Tehnikas iela 3, Lidosta “Rīga”, Mārupes pag., Mārupes nov., LV-1053, Latvia (the “Borrower”), Air Baltic Training, SIA (“Air Baltic Training”), as a guarantor, Baltijas Kravu Centrs SIA (“Baltijas Kravu Centrs”), as a guarantor, each Subsidiary of the Borrower that is a Debtor in the Chapter 11 Cases, as a guarantor (collectively, with Air Baltic Training and Baltijas Kravu Centrs, the “Guarantors”), Barclays Bank Ireland PLC, as Fronting Lender (as defined below), each of the several financial institutions or entities from time to time party hereto as a DIP Lender (collectively, the “DIP Lenders”), Strategic Value Partners, LLC, as DIP arranger (the “DIP Arranger”), GLAS USA LLC, as administrative agent (in such capacity, together with its successors and assigns, the “DIP Administrative Agent”), and GLAS Americas LLC, as collateral agent (in such capacity, together with its successors and assigns, the “DIP Collateral Agent”, and together with the DIP Administrative Agent, collectively, the “DIP Agents”).

RECITALS:

WHEREAS, on the Petition Date (defined below), each of the Borrower, Air Baltic Training and Baltijas Kravu Centrs (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 26-12188 (LGB);

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 €350,000,000;

WHEREAS, the DIP Lenders have committed to provide the full amount of the DIP Loans pursuant to the terms of this Agreement in three tranches: (a) €175,000,000 of Tranche 1 DIP Loans, which itself is available in two sub-tranches (i) the €140,000,000 of Initial Tranche 1 DIP Loans available upon the satisfaction or waiver of the Conditions Precedent to Tranche 1 Closing, and (ii) the €35,000,000 of Tranche 1 DIP Loans available upon both (x) the Conditions Precedent to Tranche 1 Closing remaining satisfied, and (y) the Bankruptcy Court’s entry of the Final Order; (b) up to €125,000,000 of Tranche 2 DIP Loans available upon the satisfaction or waiver of the Conditions Precedent to Tranche 2 Closing; and (c) up to €50,000,000 of Tranche 3 DIP Loans available upon the satisfaction or waiver of the Conditions Precedent to Tranche 3 Closing;

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

WHEREAS, as of the date hereof the Initial Tranche 1 Borrowing (defined below) has occurred and the DIP Lenders have advanced the Initial Tranche 1 DIP Loans (defined below) pursuant to the DIP Term Sheet (defined below). For the avoidance of doubt, such Initial Tranche 1 DIP Loans shall be deemed subject to the terms of this Agreement as of the Closing Date;

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 DIP Collateral Agent, for the benefit of the DIP Secured Parties (defined below), the DIP Liens (defined below) described herein; and

WHEREAS, upon satisfaction or waiver 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.

“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 DIP Administrative Agent upon presentation in New York.

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

“Adequate Protection Liens” shall have the meaning given to such term in the DIP Term Sheet.

“Adequate Protection Payments” shall have the meaning given to such term in the DIP Term Sheet.

“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.

“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.

“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.

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

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

“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.

“Allowed Professional Fees” shall have the meaning set forth in the DIP Order.

“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 0.95% and (c) to the extent ascertainable, the Term SOFR Reference Rate 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 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 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 from time to time concerning or relating to the prevention or prohibition of 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. §§ 5311-5336 and 12 U.S.C. §§ 1818(s), 1829b and 1951-1960).

“AOC” shall mean an air operator certificate issued by the Aviation Authority to the Borrower in accordance with Article 6 of the EU Licensing Regulation and applicable derogations.

“Applicable Margin” shall mean a per annum rate of 8.0%.

“Approved Budget” shall mean, initially the Initial Budget, and thereafter, the most recent Updated Budget accepted by the Majority DIP Lenders in accordance with Section 6.01(h).

“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 the Fronting Lender or any DIP Lender as assignor and an assignee (with the consent of any party whose consent is required by Section 11.02), and accepted by the DIP Administrative Agent, substantially in the form of Exhibit A hereto or any other form approved by the DIP Administrative Agent.

“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(e).

“Aviation Authorities” shall mean:

(a) any Governmental Authority which, from time to time, has control or supervision of civil aviation in, as applicable, the Republic of Latvia; and/or

(b) the EASA; and/or

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

“Avoidance Actions” shall have the meaning set forth in Section 3.01(d).

“Avoidance Action Proceeds” shall mean, subject to entry of and the terms of the Final Order, any and all proceeds of, and property received or recovered in respect of, the

Avoidance Actions, together with (after the occurrence of an Event of Default) the right to bring, direct and control (subject to commercial reasonableness) any such Avoidance Actions.

“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 DIP Administrative Agent (acting at the direction of the Majority DIP Lenders), have effects similar to those of bankruptcy or insolvency proceedings, or has had a receiver, 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 DIP Administrative Agent (acting at the direction of the Majority DIP Lenders), 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.

“Benchmark” shall mean, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then “Benchmark” 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” shall mean, with respect to any Benchmark Transition Event, the first alternative set forth in the order below that can be determined by the DIP 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 DIP Administrative Agent (acting at the direction of the Majority DIP Lenders) 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” shall mean, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the DIP Administrative Agent (acting at the direction of the Majority DIP Lenders) and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated credit facilities at such time.

“Benchmark Replacement Date” shall mean, 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 the Available Tenor 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 the 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 the Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Transition Event” shall mean, 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 the Available Tenor 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 the 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 the Available Tenor 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 the 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 the Available Tenor 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 the Available Tenor of such Benchmark (or the published component used in the calculation thereof).

“Benchmark Unavailability Period” shall mean the period (if any) (a) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any 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 4.17(c).

“Binding Exit Commitments” shall have the meaning set forth in Tranche 2 Milestones in Schedule 1.1(b).

“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 a single Interest Period.

“Budget” shall mean any 13-week consolidated cash forecast of the Debtors setting forth projected cash flows and disbursements for the period described therein.

“Business Day” shall mean any day that is not a Saturday, Sunday or other day on which commercial banks in New York City and Riga are authorized or required by law or other governmental actions to remain closed; provided that, with respect to any interest rate setting in connection with SOFR, “Business Day” shall also exclude any day that is not a U.S. Government Securities Business Day.

“Business Plan” shall mean the business plan of the Debtors that is reasonably acceptable to the Majority DIP Lenders and the DIP Arranger as defined in the Tranche 1 Milestones set forth in Schedule 1.1(b).

“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 Interim Order or the Final Order, as applicable.

“Cash Collateral” shall mean all cash and Cash Equivalents of the Debtors, whenever or wherever acquired that constitutes DIP Collateral 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 for Entry of Interim and Final Orders (I) Authorizing Debtors to Continue to (A) Use Existing Cash Management System, Bank Accounts, and Business Forms, (B) Engage in Intercompany Transactions, (C) Pay Service Charges; (II) Granting Administrative Expense Status to Intercompany Claims; (III) Waiving Compliance with Requirements of 11 U.S.C. § 345; and (IV) Granting Related Relief, filed at ECF No. 10 in the Chapter 11 Cases, which order shall not have been vacated, reversed or stayed except as otherwise agreed to in writing by 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 (1) the Republic of Latvia ceases to (i) own, directly or indirectly, at least eighty-five percent (85%) of the Voting Stock of the Borrower or (ii) to control the appointment of the members of the board of directors of the Borrower or (2) 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 the Borrower, (ii) otherwise acquires, is recognized as having or is otherwise able to exercise the right to cast, at a general meeting of shareholders of the

Borrower, more than fifty percent (50%) (on a fully diluted basis) of the voting rights of the holders of Voting Stock of the Borrower, (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 the Borrower 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 5.01 have been satisfied or waived in accordance therewith. The Majority DIP Lenders will provide written notice to the Debtors, the DIP 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 the Aircraft specified in Schedule 1 to the New York Aircraft Mortgage.

“Collateral Documents” shall mean, collectively, the DIP Orders, the Foreign Security Agreements, the New York Aircraft Mortgage, each IDERA, each Deregistration Power of Attorney, any Deposit Account Control Agreement and any other instrument or agreement (which is designated as a Collateral Document therein) executed and delivered by any Obligor to the DIP 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 each Engine listed under the heading “Engines” in Schedule 1 to the New York Aircraft Mortgage.

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

“Collateral Simulator” shall mean one (1) CAE Airbus A220-300 series 7000XR full flight simulator with manufacturer’s serial number 121164.

“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. The “Commitment Effective Date” occurred on September 14, 2026.

“Commitment Parties” shall have the meaning given to such term in the DIP Commitment Letter.

“Communications” shall mean, 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 DIP 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 Borrower, on behalf of itself and the other Debtors and approved by the boards 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 indefeasible 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 DIP Agents, the Majority DIP Lenders and the Borrower.

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

“Conditions Precedent to Tranche 1 Closing” shall have the meaning given to such term in the DIP Term Sheet, which terms and conditions are incorporated herein *mutatis mutandis*.

“Conditions Precedent to Tranche 2 Closing” means (a) the conditions set forth in Section 5.03, and (b) the other terms and conditions for the Tranche 2 DIP Loans set forth in the Final Order.

“Conditions Precedent to Tranche 3 Closing” means (a) the conditions set forth in Section 5.04, and (b) the other terms and conditions for the Tranche 3 DIP Loans set forth in the Final Order.

“Conforming Changes” shall mean, with respect to either the use or administration of SOFR, 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 Majority DIP Lenders, 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 DIP Administrative Agent in a manner substantially consistent with market practice (or, if the DIP Administrative Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Majority DIP Lenders determine that no market practice for the administration of such Benchmark Replacement exists, in such other manner of administration as

the Majority DIP Lenders decide is reasonably necessary in connection with the administration of this Agreement and the other DIP Loan Documents); provided that such Conforming Changes implement changes that are administratively feasible for the DIP Administrative Agent.

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

“Consolidated Liquidity” shall mean, as of the date of any determination, the sum of all unrestricted cash and Cash Equivalents of Borrower and its Subsidiaries as of such date and amounts in any Controlled Account described in Section 6.03 or any other Controlled Account.

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

“Controlled Account” shall mean any Deposit Account of any Obligor that is subject to a Deposit Account Control Agreement.

“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.

“Corresponding Debt” shall have the meaning set forth in Section 11.22(a).

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

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

“Daily Simple SOFR” shall mean, 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.

“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 DIP Agent or any DIP Lender (or its banking Affiliates), unless, in the case of clause (x) above, such DIP Lender notifies the DIP 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 DIP 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 Majority DIP Lenders 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 DIP Administrative Agent and Borrower’s receipt of such confirmation in form and substance satisfactory to the Majority DIP Lenders 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 DIP Administrative Agent and the DIP Lenders. The DIP Agents shall not be deemed to have knowledge or notice of the designation of any DIP Lender as a “Defaulting Lender” hereunder unless the DIP Administrative Agent has received written notice as set forth above from the Majority DIP Lenders or the Borrower referring to this Agreement and notifying the DIP Administrative Agent of the identity and designation of such DIP Lender as a “Defaulting Lender” which the DIP Agents may conclusively rely upon without incurring liability therefor, and absent receipt of such notice from the Majority DIP Lenders or the Borrower, the DIP Agents may conclusively assume that no DIP Lender under this Agreement has been designated as a “Defaulting Lender”. For the avoidance of doubt, the DIP Agents shall not be required to determine whether any DIP Lender is a Defaulting Lender hereunder.

“Deposit Account” shall mean any “deposit account,” as defined in Article 9 of the UCC (or equivalent statutes of any jurisdiction).

“Deposit Account Control Agreement” shall mean, with respect to a Deposit Account, an agreement under applicable law of the location of the Deposit Account provides a perfected security interest in the Deposit Account in favor of the DIP Collateral Agent and is

otherwise in form and substance reasonably satisfactory to DIP Collateral Agent and the Majority DIP Lenders that (a) is entered into among the DIP 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 the DIP Collateral Agent to obtain “control” (within the meaning of Article 9 of the UCC (or equivalent statutes of any jurisdiction)) of such Deposit Account.

“Deregistration Power of Attorney” shall mean, in respect of any Collateral Aircraft, a deregistration power of attorney entered into or to be entered into by the Borrower.

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

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

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

“DIP Agent-Related Person” shall mean any Related Party of the DIP Agents.

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

“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 Engines, (iv) the Collateral Simulator, (v) the Junior Lien Collateral and (vi) 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 DIP Collateral Agent for the benefit of the DIP Secured Parties (including, but not limited to all rents, issues, products, offspring, proceeds and profits generated by any item of DIP Collateral without the necessity of any further action of any kind or nature by the DIP Collateral Agent or the DIP Lenders to claim or perfect the same); provided, that, the DIP Collateral shall not include Excluded Assets. For the avoidance of doubt, the Avoidance Actions shall not constitute DIP Collateral except to the extent of the Avoidance Action Proceeds subject to entry of and the terms of the Final Order, as provided in Section 3.01(d).

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

“DIP Commitments” shall mean the commitments of the DIP Lenders (with the commitment of each DIP Lender being made on a several (and not on a joint) basis) to make DIP Loans hereunder. The amount of each original DIP Lender’s DIP Commitment is set forth on Schedule 1.1(a) hereto. The aggregate original principal amount of the DIP Commitments is €350,000,000.

“DIP Commitment Letter” shall mean the Commitment Letter dated September 12, 2026 among the DIP Arranger, the Borrower, the Fronting Lender and the Commitment Parties, along with all schedules, exhibits annexes thereto.

“DIP Facility” shall mean the credit facility established under this Agreement and the DIP Orders 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 and shall include the Fronting Lender for so long as the Fronting Lender holds DIP Commitments or DIP Loans.

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

“DIP Loans” shall mean the loans made by the DIP Lenders to the Borrower pursuant to Section 2.01. For the avoidance of doubt, “DIP Loans” shall include the Tranche 1 DIP Loans, the Tranche 2 DIP Loans and the Tranche 3 DIP Loans.

“DIP Loan Documents” shall mean this Agreement, the DIP Term Sheet, the Collateral Documents, the DIP Agent Fee Letter, the DIP Commitment Letter, any Promissory Note, the DIP Orders and any other instrument or agreement (which is designated as a DIP Loan Document therein) executed and delivered by any Obligor to the DIP Administrative Agent, the DIP 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 Documents includes all “DIP Credit Documentation” referenced in the Interim Order and the Final Order and the “DIP Facility Documents” referenced in the DIP Term Sheet.

“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, (y) the Fees, and (z) all other monetary obligations including fees, premiums, costs, expenses and indemnities payable to the DIP Secured Parties under the DIP Loan Documents.

“DIP Orders” shall mean, collectively, the Interim Order and the Final Order.

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

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

“DIP Term Sheet” shall mean that certain Senior Secured Superpriority Debtor in Possession Credit Facility Term Sheet annexed as Exhibit A to the Interim Order.

“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) airline competitors of the Borrower that have been specified in writing to the DIP Administrative Agent by the Borrower prior to the date of this Agreement and (b) any of their affiliates that are (x) identified in writing to the DIP Administrative Agent by the Borrower prior to the date of this Agreement or (y) clearly identifiable on the basis of such affiliates’ name (collectively, the “Disqualified Lenders List”); provided that (A) no such updates to the Disqualified Lenders List shall be deemed to retroactively disqualify any parties that have previously acquired an assignment or participation interest in respect of the DIP Loans from continuing to hold or vote such previously acquired assignments and participations on the terms set forth herein for DIP Lenders that are not Disqualified Lenders (it being understood and agreed that such prohibitions with respect to Disqualified Lenders shall apply to any potential future assignments or participations to any such parties) and (B) the DIP Agents shall have no duty to monitor the Disqualified Lenders List or ascertain, monitor or inquire as to whether any DIP Lender, participant or prospective DIP Lender or prospective participant is a Disqualified Lender and shall have no liability in connection therewith (including, without limitation, with respect to or arising out of any assignment or participation of DIP Loans or disclosure of confidential information to any Disqualified Lender). The Disqualified Lenders List shall be maintained with the DIP Administrative Agent and may be communicated to a DIP Lender upon request to the DIP Administrative Agent (with concurrent notice to the Borrower) but shall not otherwise be posted or made available to DIP Lenders.

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

“Dollar Equivalent” shall mean, 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” shall mean the European Union 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 delegate) having responsibility for the resolution of any EEA Financial Institution.

“Electronic Signature” shall mean 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 Majority DIP Lenders, and whose becoming an assignee would not constitute a prohibited transaction under Section 4975 of the Code or Section 406 of ERISA [or trigger the Borrower’s obligation to obtain the permission of the Governmental Authority pursuant to the National Security Law of Latvia (*Nacionālās drošības likums*)]; provided that Eligible Assignee shall not include any Disqualified Lender, a natural person, the Borrower or any of its Affiliates, any Person that is, or is acting on behalf of a Person that is, listed on OFAC’s Specially Designated Nationals list [or any Person if assignment to the Person would trigger the Borrower’s obligation to obtain the permission of the Governmental Authority pursuant to the National Security Law of Latvia (*Nacionālās drošības likums*)].¹

“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 manuals and technical records related thereto.

“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

¹ NTD: Subject to review by Latvian counsel.

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” shall mean 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” shall mean (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).

“ERISA 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”.

“Erroneous Payment” shall have the meaning set forth in Section 9.10.

“Erroneous Payment Subrogation Rights” shall have the meaning set forth in Section 9.10.

“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” shall mean EU Council Regulation (EC) 2271/96 of 22 November 1996, as amended.

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

“Euros” and “€” shall mean the single European currency.

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

“Event of Loss” shall mean, with respect to any Collateral Aircraft or Collateral Engine, any of the following circumstances, conditions or events with respect to such Collateral Aircraft or Collateral Engine, for any reason whatsoever:

(a) the destruction of such Collateral Aircraft or Collateral Engine, damage to such Collateral Aircraft or Collateral Engine beyond economic repair or rendition of such Collateral Aircraft or Collateral Engine permanently unfit for normal use by the Obligor;

(b) the actual or constructive total loss of such Collateral Aircraft or Collateral Engine or any damage to such Collateral Aircraft or Collateral Engine, or requisition of title or use for a period of 90 consecutive days or more of such Collateral Aircraft or Collateral Engine, or any other circumstance with respect to such Collateral Aircraft or Collateral Engine which results in an insurance settlement with respect to such Collateral Aircraft or Collateral Engine on the basis of a total loss or constructive, compromised or arranged total loss;

(c) any theft, hijacking or disappearance of such Collateral Aircraft or Collateral Engine that results in a loss of possession of such DIP Collateral by the Obligor for a period of ninety (90) consecutive days or more; or

(d) any seizure, condemnation, confiscation, nationalization, taking or requisition (including loss of title) of such Collateral Aircraft or Collateral Engine by any Governmental Authority or purported Governmental Authority that results in a loss of possession or use of such Collateral Aircraft or Collateral Engine for a period exceeding ninety (90) days.

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

“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, and (c) all accounts holding cash or Cash Equivalents securing Letters of Credit or obligations in respect of certain returned aircraft, and any funds in all such accounts.

“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, except, in the case of either clause (x) or (y), 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 Orders) or principles of equity and (ii) any Excluded Accounts; *provided*, that Excluded Assets shall not include any proceeds of any Excluded Assets unless such proceeds would otherwise constitute Excluded Assets. Notwithstanding the foregoing, Excluded Assets shall not at any time include the Initial Tranche 1 DIP Collateral or the proceeds thereof.

“Excluded Taxes” shall mean, with respect to any DIP 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 Indemnatee 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 Governmental 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.

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

“Fees” shall collectively mean the fees and obligations referred to in Sections 2.10(a) (*Commitment Fee*), 2.10(b) (*Upfront Fee*), 2.10(c) (*Exit Fee*) and 2.10(d) (*Minimum Return Amount*), along with any other fees provided for in any DIP Loan Documents.

“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, in form and substance reasonably satisfactory to the Majority DIP Lenders, the DIP Agents, the Fronting Lender and the Debtors, granting, among other things, approval of the DIP Facility, the DIP Commitment Letter and the DIP Loan Documents (if applicable), including the liens and priority status provided herein, approving payment of all fees and DIP Obligations, and approving full indemnification of the DIP Agents, the DIP Arranger, the Fronting Lender and the DIP Lenders, in each case, on a final basis.

“Final Order Entry Date” shall mean the date on which the Bankruptcy Court enters the Final Order.

“Final Order Tranche 1 DIP Commitment Amount” shall mean an aggregate principal amount equal to the Tranche 1 DIP Commitment Amount less the Initial Tranche 1 DIP Commitment Amount.

“Final Order Tranche 1 DIP Loans” shall mean the loans made by the DIP Lenders to the Borrower pursuant to Section 2.01(a)(ii).

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

“Financial Statements” shall mean the financial statement or statements of Borrower and its Subsidiaries referred to in Section 4.08(a).

“Fitch” shall mean Fitch Ratings Inc.

“Fleet Aircraft” shall mean an Aircraft that is owned or leased by the Borrower.

“Floor” shall mean 1.00% per annum.

“Foreign Government Scheme or Arrangement” shall have the meaning set forth in Section 4.17(e).

“Foreign Plan” shall have the meaning set forth in Section 4.17(e).

“Foreign Security Agreements” shall mean (a) the Latvian law commercial pledges granted by the Borrower, the Latvian law commercial pledge granted by the Obligors and the Latvian law mortgage granted by the Borrower, each dated September 17, 2026, and (b) the Latvian law commercial pledge in respect of the Collateral Aircraft and Collateral Engine as set forth in Schedule 6.08, in each case together with all documents and filings ancillary thereto and entered into in connection therewith.

“Fronting Arrangements” shall mean the fronting arrangements set forth in the DIP Commitment Letter (provided that, for the purposes of this Agreement, all references to the Commitment Parties and their respective DIP Commitments under and as defined in the DIP Commitment Letter shall, for the purposes of this Agreement, be deemed to be references to the DIP Lenders and their respective DIP Commitments under this Agreement (after taking into account any assignments of such DIP Commitments undertaken in accordance with this Agreement)) or as otherwise agreed among the DIP Lenders and the Fronting Lender.

“Fronting Lender” shall mean Barclays Bank Ireland PLC, solely in its capacity as fronting lender and not in any other capacity.

“General Milestones” shall have the meaning given to such term in Schedule 1.1(b).

“Governmental Authority” shall mean the government of the Republic of Latvia, the United States of America 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 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 a DIP Agent or a DIP Lender or any Affiliate of a DIP Agent or a DIP Lender).

“IDERA” shall mean, in respect of any Collateral Aircraft, 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.

“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.

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

“Initial Budget” shall have the meaning given to such term in the DIP Term Sheet.

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

“Initial Tranche 1 Borrowing” shall have the meaning set forth in Section 2.01(a).

“Initial Tranche 1 DIP Collateral” shall have the meaning given to such term in the DIP Term Sheet.

“Initial Tranche 1 DIP Commitment Amount” shall mean an aggregate principal amount equal to €140,000,000.

“Initial Tranche 1 DIP Loans” shall mean the loans made by the DIP Lenders to the Borrower pursuant to Section 2.01(a)(i).

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

“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.

“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 DIP Loans, the period commencing on the date of such Borrowing or on the last day of the immediately preceding Interest Period applicable to such Borrowing and ending on (but excluding) the last Business Day in the calendar month that is one (1) month thereafter (in each case, subject to the availability thereof); provided that (i) 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 (ii) the final Interest Period shall end on 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 Closing Date” shall mean September 17, 2026, being the date on which (i) the Conditions Precedent to Tranche 1 Closing (including, without limitation, entry of the Interim Order) were satisfied or waived by the DIP Arranger and the Majority DIP Lenders and (ii) the Initial Tranche 1 Borrowing was made.

“Interim Order” shall mean the *Interim Order, Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 365, 503, 506(C) and 507 and Bankruptcy Rule 2002, 4001, 6003, 6004, and 9014, (A) Authorizing the Debtors to Obtain Senior Secured Superpriority Postpetition Financing, (B) Granting Senior Liens and Providing Claims with Superpriority Administrative Expense Status, (C) Modifying the Automatic Stay, (D) Authorizing Repayment of Indebtedness on, and Transfer of Ownership to Debtor of, Aircraft Collateral and Other Assets Securing Edc/Axiom Finance Leases That Are Being Pledged as Part of Initial Tranche 1 Dip Collateral, (F) Scheduling A Final Hearing, and (H) Granting Related Relief*, Docket No. 45, which has been entered by the Bankruptcy Court on September 16, 2026.

“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.

“ISDA Definitions” shall mean 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.

“Junior Lien Collateral” shall mean the Baltic Cargo hangar (Riga Airport) and any other assets subject to a lien (i) securing that certain BluOr Bank Secured Facility due July 1, 2030 between the Borrower and BluOr Bank AS and (ii) granted by the Borrower in favor of Riga Airport.

“Legal Reservations” shall mean:

(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.

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

“Licensing Notice” shall mean a notice in writing from any Relevant Licensing Authority received by the Borrower of its intention to suspend, withdraw or revoke either the Borrower’s AOC or 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.

“LTM Plan EBITDAR” shall have the meaning given to such term in the Business Plan and shall exclude, without duplication: (i) any fees and expenses of legal, financial, and other professional advisors; (ii) gains/losses due to revaluation from changes in FX, ETS price, interest rates, fuel or similar adjustments; (iii) gains/losses related to sale of assets; and (iv) other restructuring or one-off charges.

“Majority DIP Lenders” shall mean, at any date, the DIP Lenders (excluding any DIP Lenders who are Defaulting Lenders or insiders of the Debtors) having or holding in excess of 50% of the sum of (i) the undrawn DIP Commitments (excluding DIP Commitments held by Defaulting Lenders or insiders of the Debtors) at such date, and (ii) the outstanding principal amount of the DIP Loans (excluding DIP Loans held by Defaulting Lenders or insiders of the Debtors) at such date. For purposes of this definition, the term “insiders” shall have the meaning given to such term in the Bankruptcy Code; provided that the DIP Agents shall not be deemed to have knowledge that any DIP Commitments or DIP Loans are held by insiders unless such DIP Agent has received written notice thereof from the Borrower or a DIP Lender.

“Market Disruption Rate” means, for any day, the percentage rate per annum which is the aggregate of (a) the Applicable Margin and (b) the Alternate Base Rate for such day.

“Material Adverse Effect” shall mean a material adverse change in (i) the business, operations, properties, liabilities or financial condition of the Debtors, taken as a whole, other than any material adverse changes leading up to, or customarily resulting from, the filing of the Chapter 11 Cases, (ii) the ability of any Debtor to perform its obligations under this Agreement or any other DIP Loan Document to which it is a party, (iii) the validity or enforceability against any Debtor of this Agreement or any other DIP Loan Document to which it is a party or (iv) the rights and remedies of the DIP Agents or any DIP Lender hereunder or thereunder.

“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 or otherwise permitted hereunder; and (g) the Plan Effective Date or any effective date of a Chapter 11 Plan confirmed in the Chapter 11 Cases.

“Maturity Date Extension Conditions” shall mean (i) not less than two (2) Business Days prior to the Scheduled Maturity Date, the Borrower shall have delivered to the DIP Administrative Agent a written request to extend the Scheduled Maturity Date and shall have paid, or caused to be paid, to the DIP 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 0.75% of the aggregate principal amount of the then-unfunded DIP Commitments and then-outstanding DIP Loans (including, for the avoidance of doubt, all accrued and unpaid interest, as well as any interest which has been paid in kind and any fees paid in kind and forming part of the then-outstanding DIP Loan), 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” shall mean a request to extend the Maturity Date delivered pursuant to clause (i) of the definition of “Maturity Date Extension Conditions” and the definition of “Scheduled Maturity Date”.

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

“Milestones” shall mean any or all of the Tranche 1 Milestones, the Tranche 2 Milestones, the Tranche 3 Milestones or the General Milestones, as the context requires.

“Minimum Return Amount” shall mean, as of the date of a Triggering Event, the amount, if any, that would be required to be paid in cash to the DIP Lenders on such date so that the DIP Lenders achieve a Return Amount of 1.4785x with respect to the Tranche 1 DIP Loans.

“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” shall mean 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 (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; and (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.

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

“New York Aircraft Mortgage” shall mean, collectively, (i) the Aircraft and Spare Engine Mortgage and Security Agreement, dated as of September 17, 2026, between the Borrower and the DIP Collateral Agent, and (ii) each Security Agreement Supplement thereto in respect of each Collateral Aircraft and 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.

“NYFRB” shall mean the Federal Reserve Bank of New York.

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

“Obligors” shall mean the Borrower and each other Debtor.

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

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

“Operating License” shall mean an air transport license issued by the Relevant Licensing 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, mortgage, intangible, recording, filing, or documentary taxes or any 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.

“Parallel Debt” shall have the meaning set forth in Section 11.22(a).

“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.

“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).

“Parts” shall mean all avionics, appliances, parts, modules, accessories, furnishings and instruments, appurtenances and other equipment of whatever nature (other than (a) Engines or engines, (b) any in-flight passenger entertainment system, including components or parts thereof and (c) any appliance, part, component, instrument, appurtenance, accessory, furnishing, seat or other equipment that would qualify as a Removable Part and is leased by the Borrower from a third party or is subject to a security interest granted to a third party) that may from time to time be incorporated or installed in or attached to any Airframe or any Engine, and including all Parts of whatever nature, which are from time to time incorporated or installed in or attached or appurtenant to such Airframe or Engine, including all substitutions, renewals and replacements of and additions, improvements, accessions and accumulations to the Airframe and Engines, unless the Lien of the New York Aircraft Mortgage shall not be applicable to such Parts in accordance with the terms thereof.

“Patents” shall 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 9.10.

“Payment Recipient” shall have the meaning set forth in Section 9.10.

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

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

“Pension Plan” shall mean any employee pension benefit plan (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.

“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 or assets that constitute DIP Collateral) no longer used in the business of the Borrower and the other Grantors;

(c) sales or dispositions which would indefeasibly satisfy the DIP Obligations in full in cash;

(d) 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;

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

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

(g) a sale or disposition of the Collateral Simulator; and

(h) sales or dispositions (other than of any Aircraft or Engine or assets that constitute DIP Collateral) expressly permitted and referenced in the Business Plan.

“Permitted Indebtedness” shall mean:

- (a) the DIP Obligations;
- (b) unsecured guaranties of any Indebtedness otherwise expressly permitted to be incurred under this Agreement;
- (c) Indebtedness consisting of the financing of insurance premiums incurred in the ordinary course of business;
- (d) Indebtedness related to any Permitted Sale Leaseback;
- (e) unsecured guarantees incurred in the ordinary course of business in respect of obligations of suppliers, customers, franchisees, lessors and licensees;
- (f) Pre-Petition Indebtedness;
- (g) Indebtedness outstanding on the Interim Closing Date;
- (h) the Letters of Credit;
- (i) the Specified Financing (it being understood that the terms of any such Specified Financing shall be reasonably satisfactory to the Majority DIP Lenders);
- (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 €10,000,000 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 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; and
- (n) Indebtedness incurred under or in connection with the purchase of, or expenses relating to, emission right allowances or related rights.

“Permitted Liens” shall mean:

- (a) Liens held by the DIP 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) [Reserved];

(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 or contract, including carriers', warehousemen's, landlord's and mechanics' Liens and/or Liens with respect to en route navigation charges, over-flight fees, navigation service charges, aviation authority charges, airport charges and emissions authority charges, 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 Indebtedness;

(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 and consistent with past practice that do not materially interfere with the ordinary conduct of the business of the Obligor;

(o) 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;

(p) Adequate Protection Liens;

(q) Liens on the Junior Lien Collateral resulting from the registration of the lease agreement between the Borrower and Baltijas Kravu Centrs relating to the Baltic Cargo hangar (Riga Airport); and

(r) other Liens so long as the obligations secured thereby do not exceed €10,000,000 at any time.

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

"Permitted Variances" shall mean the variances from the Approved Budget that are in compliance with the Permitted Variances Covenant. For the avoidance of doubt, any additional variances from the Approved Budget shall be subject to the prior written approval of the Majority DIP Lenders.

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

"Petition Date" shall mean September 14, 2026, the date of commencement of the Chapter 11 Cases.

"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.

“Pre-Petition Bonds” shall mean the 14.5% secured bonds due 2029 issued under that certain Trust Deed, dated as of May 14, 2024, as amended by the First Supplemental Trust Deed, dated as of October 24, 2024, as further amended by the Second Supplemental Trust Deed, dated as of August 24, 2026, and as further amended, restated, supplemented or otherwise modified from time to time prior to the Petition Date.

“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(e) 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 DIP Administrative Agent (acting at the direction of the Majority DIP Lenders)) or any similar release by the Federal Reserve Board (as determined by the DIP Administrative Agent (acting at the direction of the Majority DIP Lenders))); 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.

“Priming Order” shall mean an order of the Bankruptcy Court approving the priming DIP Liens pursuant to Section 364(d)(1) of the Bankruptcy Code over any assets that secure the Pre-Petition Bonds.

“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.

“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.

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

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

“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 DIP Collateral Agent, if applicable), including for the avoidance of doubt any payment by any Grantor to the DIP 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)(iii).

“Registry” shall mean, in respect of any Collateral Aircraft, the registry of Aircraft and/or mortgages registered against Aircraft, maintained in such Collateral Aircraft’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” shall mean 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 or Collateral Engine, as at any date, an amount in Dollars equal to one hundred ten percent (110%) of the market value of such Collateral Aircraft 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” shall mean the chief executive officer, representative, director, manager, president, vice president, executive vice president, chief financial officer, treasurer or assistant treasurer, secretary or assistant secretary, an authorized signatory, an attorney-in-fact (to the extent empowered by the board of directors/managers of the Borrower), or other similar officer.

“Restricted Payment” shall mean, with respect to any Person, (a) the declaration or payment of any dividend (whether in cash, securities or other property or assets) or distribution of cash or other property or assets in respect of equity interests of such Person; (b) any payment (whether in cash, securities or other property or assets) on account of the purchase, redemption, defeasance, sinking fund or other retirement of the equity interests of such Person or any other payment or distribution (whether in cash, securities or other property or assets) made in respect thereof, either directly or indirectly; (c) the payment of any management fees or similar fees; and (d) any payment made to redeem, purchase, repurchase or retire, or to obtain the surrender of, any outstanding warrants, options or other rights to acquire equity interests of such Person now or hereafter outstanding.

“Return Amount” shall mean, as of the date of a Triggering Event, the quotient (expressed as a decimal) obtained by dividing (i) the sum, without duplication, of (A) all principal of the Tranche 1 DIP Loans funded in cash, (B) all interest paid under this Agreement (including all interest that has been paid in kind and capitalized as principal under this Agreement) (excluding any portion of such interest that accrued at the default interest rate set forth herein) and (C) all Fees under Sections 2.10(a) (Commitment Fee), 2.10(b) (Upfront Fee) and 2.10(c) (Exit Fee) (whether paid in cash or paid in kind and capitalized as principal hereunder), in each case, received in immediately available funds in cash by the DIP Lenders under this Agreement since the Interim Closing Date and on or prior to the date of such Triggering Event (including all such amounts required to be paid on the date of such Triggering Event), by (ii) the aggregate principal amount of Tranche 1 DIP Loans funded in cash under this Agreement.

“Sanctioned Country” shall mean, at any time, a country, region or territory which is itself the subject or target of any comprehensive or country-wide Sanctions of a Sanctions Authority broadly prohibiting dealings with such country, region or territory (currently, Cuba, Iran, North Korea, the Crimea region of Ukraine, the so-called Donetsk People’s Republic, the so-called Luhansk People’s Republic and the non-government controlled areas of the Kherson and Zaporizhzhia Oblasts).

“Sanctioned Person” shall have the meaning set forth in Section 4.18(b).

“Sanctions” shall mean any economic or financial sanctions enacted, imposed, administered or enforced by any Sanctions Authority.

“Sanctions Authority” shall mean the U.S. Department of the Treasury’s Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the

European Union, any EU member state, the United Kingdom (including the Office of Financial Sanctions Implementation of His Majesty's Treasury) and Switzerland.

“Scheduled Maturity Date” shall mean the earlier to occur of (x) the date that is nine (9) months after the Petition Date or (y) two hundred fifty (250) days after the Initial Tranche 1 Borrowing (the “Initial Scheduled Maturity Date”); provided that on one occasion the Borrower may elect, upon written notice to the DIP Administrative Agent no less than two (2) Business Days prior to such date and subject to the satisfaction of the Maturity Date Extension Conditions, to extend the Scheduled Maturity Date for an additional three (3) month period (a “Maturity Date Extension”); provided that, if such date is not a Business Day, the new Scheduled Maturity Date shall be the immediately preceding Business Day.

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

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

“SOFR Administrator's Website” shall mean 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 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.

“Specified Financing” shall mean any financing provided to the Borrower by a party that is not a DIP Lender (or an Affiliate or Approved Fund thereof), the terms of which shall be reasonably satisfactory to the Majority DIP Lenders (as evidenced in a written consent).

“Spot Rate” shall mean, for any currency, on any relevant date of determination, the rate determined by the DIP Administrative Agent to be the rate quoted by the DIP Administrative Agent as the spot rate for the purchase by the DIP 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 DIP Administrative Agent may obtain such spot rate from another financial institution designated by the DIP Administrative Agent if the DIP 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 Collateral Aircraft, Latvia; or (b) 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.

“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.

“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.

“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.

“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” shall mean the Term SOFR Reference Rate for a tenor of twelve months on the day (such day, the “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 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 Term SOFR Determination Day.

“Term SOFR Administrator” shall mean the CME Group Benchmark Administration, Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the DIP Administrative Agent (acting at the discretion of the Majority DIP Lenders in their reasonable discretion)).

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

“Term SOFR Reference Rate” shall mean the forward-looking term rate based on SOFR.

“Testing Period” shall mean the four (4) week period ending on the Sunday prior to each Variance Testing Date.

“Threshold Amount” shall mean €10,000,000.

“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.

“Tranche 1 DIP Commitment Amount” shall mean an aggregate principal amount of €175,000,000.

“Tranche 1 DIP Loans” shall mean the loans made by the DIP Lenders to the Borrower pursuant to Section 2.01(a).

“Tranche 1 Milestones” shall have the meaning given to such term in Schedule 1.1(b).

“Tranche 2 DIP Commitment Amount” shall mean an aggregate principal amount of up to €125,000,000 (which shall be reduced dollar-for-dollar by the aggregate principal amount of any Specified Financing, as reflected in an updated Schedule 1.1(a) provided by the Borrower and the Majority DIP Lenders to the DIP Administrative Agent, pursuant to which the applicable DIP Commitment shall be reduced as set forth thereon).

“Tranche 2 DIP Loans” shall mean the loans made by the DIP Lenders to the Borrower pursuant to Section 2.01(b).

“Tranche 2 Milestones” shall have the meaning given to such term in Schedule 1.1(b).

“Tranche 3 DIP Commitment Amount” shall mean an aggregate principal amount of up to €50,000,000 (which, solely to the extent that the Tranche 2 DIP Commitment Amount has first been reduced to €0, shall be reduced dollar-for-dollar by the aggregate principal amount of any Specified Financing, as reflected in an updated Schedule 1.1(a) provided by the Borrower and the Majority DIP Lenders to the DIP Administrative Agent, pursuant to which the applicable DIP Commitment shall be reduced as set forth thereon).

“Tranche 3 DIP Loans” shall mean the loans made by the DIP Lenders to the Borrower pursuant to Section 2.01(c).

“Tranche 3 Milestones” shall have the meaning given to such term in Schedule 1.1(b).

“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, and the transactions contemplated hereunder and thereunder, including, without limitation, the creation of the DIP Liens in the DIP Collateral in favor of the DIP Collateral Agent (for the benefit of the DIP Secured Parties) to secure the DIP Obligations, the grant of the Super-

priority Claims for the DIP Obligations for the benefit of the DIP Secured Parties, the borrowing of DIP Loans and the use of the proceeds thereof.

“Triggering Event” means the earlier to occur of (i) the Maturity Date then in effect and (ii) the date on which any redemption in full, repayment in full, acceleration or prepayment in full of the outstanding DIP Loans occurs.

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

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

“Unadjusted Benchmark Replacement” shall mean the applicable Benchmark Replacement excluding the related Benchmark Replacement Adjustment.

“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.

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

“U.S. 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.

“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.

“Withdrawal Liability” shall mean 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 DIP 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, (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, (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 Euros, the Euro Equivalent amount of a relevant transaction in a currency other than Euro shall be translated into Euros 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 and (i) any reference to the consent or approval of, or any determination by, the Majority DIP Lenders herein or any other DIP Loan Document, shall include any such consent, approval or determination being provided or granted by e-mail (including as communicated by Vedder Price P.C., as counsel to the DIP Lenders, in e-mail on behalf of the Majority DIP Lenders).

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 DIP 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 DIP 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 Borrower’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 or Euro, (i) the Dollar Equivalent or Euro Equivalent, as applicable, of the amount of a specified transaction in a currency other than Dollars or Euros 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 DIP 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 DIP 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 Latvian Terms.

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

(i) a composition, assignment or similar arrangement with any creditor includes legal protection proceedings (Latvian: *tiesiskās aizsardzības process*), extrajudicial legal protection proceedings (Latvian: *ārpustiesas tiesiskās aizsardzības process*) or any arrangement contemplated by a plan of legal protection proceedings (Latvian: *tiesiskās aizsardzības procesa pasākumu plans*) under Latvian law;

(ii) a receiver, compulsory manager, trustee or administrator includes an insolvency administrator (Latvian: *maksātnespējas procesa administrators*), supervisor of legal protection proceedings (Latvian: *tiesiskās aizsardzības procesa uzraugošā persona*) or liquidator (Latvian: *likvidators*) under Latvian law;

(iii) gross negligence means conduct involving the highest degree of recklessness or carelessness or otherwise meeting the criteria set out in Section 1645 of the Civil Law of the Republic of Latvia (Latvian: *rupja neuzmanība*) under Latvian law;

(iv) a guarantee includes any independent demand guarantee (Latvian: *pieprasījuma garantija*) under Latvian law which is independent from the debt to which it relates;

(v) merger includes any *fusion* implemented in accordance with Section 335 of the Commercial Law of the Republic of Latvia by way of consolidation (Latvian: *saplūšana*); and

(vi) a winding up, administration, liquidation or dissolution includes any termination of activities (Latvian: *darbības izbeigšana*), liquidation (Latvian: *likvidācija*) or insolvency proceedings (Latvian: *maksātnespējas process*) under Latvian law.

Section 1.06 Rates. The DIP 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 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, Term SOFR or any other Benchmark prior to its discontinuance or unavailability, or (b) the effect, implementation or composition of any Conforming Changes. The DIP 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, 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 DIP 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 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. Under no circumstances will the DIP Administrative Agent be responsible for selecting or determining any Benchmark Replacement if Term SOFR or any other Benchmark will no longer be available past the Benchmark Replacement Date. In the case of a Benchmark Transition Event, the Majority DIP Lenders will select the Benchmark Replacement and any Benchmark Replacement Adjustment in consultation with the Borrower prior to the Benchmark Replacement Date and in consultation with the DIP Administrative Agent, ensuring that the DIP Administrative Agent will be able to meet its obligations and requirements under this Agreement with respect to the Benchmark Replacement replacing the applicable Benchmark. No such replacement (including any Conforming Changes to any DIP Loan Document) shall affect the DIP Administrative Agent's own rights, duties or immunities under the DIP Loan Documents or otherwise.

SECTION 2

AMOUNT AND TERMS OF CREDIT

Section 2.01 Loans.

(a) Tranche 1 DIP Loans.

(i) On the Interim Closing Date, subject to the terms and conditions set forth in the Interim Order and as a result of the satisfaction of the other applicable conditions set forth in the DIP Commitment Letter and the DIP Term Sheet, the Fronting Lender made loans to the Borrower in a single drawing in a principal amount equal to the Initial Tranche 1 DIP Commitment Amount (the "Initial Tranche 1 Borrowing"), which Initial Tranche 1 Borrowing has been assigned to the DIP Lenders in the proportions equal to their now pro rata shares of the Initial Tranche 1 Borrowing in accordance with the Fronting Arrangements. For the avoidance of doubt, the Initial Tranche 1 DIP Loans shall be deemed subject to the terms of this Agreement as of the Closing Date.

(ii) Subject to the terms and conditions set forth in the DIP Orders and the satisfaction of the other applicable conditions set forth in Section 5.02 herein, each of the DIP Lenders (on a several basis based upon its respective DIP Commitment and to be

initially provided by the Fronting Lender pursuant to the Fronting Arrangements) 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 Order Tranche 1 DIP Commitment Amount (the "Final Order Tranche 1 Borrowing", and together with the Initial Tranche 1 Borrowing, collectively, the "Tranche 1 Borrowing"). For the avoidance of doubt, the obligations of each Commitment Party with respect to its DIP Commitments under and as defined in the DIP Commitment Letter shall be deemed to have been replaced and superseded by its obligations under this Agreement with respect to its DIP Commitments (after taking into account any assignments of such DIP Commitments undertaken in accordance with this Agreement).

(b) Tranche 2 DIP Loans. Subject to the satisfaction or waiver of each of the Conditions Precedent to Tranche 2 Closing, each of the DIP Lenders (on a several basis based upon its respective DIP Commitment and to be initially provided by the Fronting Lender pursuant to the Fronting Arrangements) agrees to make DIP Loans to the Borrower in a single drawing in an aggregate principal amount equal to the Tranche 2 DIP Commitment Amount (the "Tranche 2 Borrowing").

(c) Tranche 3 DIP Loans. Subject to the satisfaction or waiver of each of the Conditions Precedent to Tranche 3 Closing, each of the DIP Lenders (on a several basis based upon its respective DIP Commitment and to be initially provided by the Fronting Lender pursuant to the Fronting Arrangements) agrees to make DIP Loans to the Borrower in a single drawing in an aggregate principal amount equal to the Tranche 3 DIP Commitment Amount (the "Tranche 3 Borrowing").

(d) Non-Fungibility. For the period from Initial Tranche 1 Borrowing, the Final Order Tranche 1 Borrowing, the Tranche 2 Borrowing or the Tranche 3 Borrowing to the next Interest Payment Date with respect to the DIP Loans that were outstanding immediately prior to such funding (each such applicable period, a "Non-Fungibility Period"), the Initial Tranche 1 DIP Loans, the Final Order Tranche 1 DIP Loans, the Tranche 2 DIP Loans or the Tranche 3 DIP Loans, respectively, may be tracked, for the DIP Administrative Agent's internal administrative and operational purposes, separately by the DIP Administrative Agent to administer the DIP Loans; it being understood and agreed that as a result of the foregoing, any Final Order Tranche 1 DIP Loans, Tranche 2 DIP Loans or Tranche 3 DIP Loans, as applicable, that are the subject of any transfer during a Non-Fungibility Period shall be separately identified in such transfer for the DIP Administrative Agent's internal administrative and operational purposes.

(e) Fronting Lender. Notwithstanding anything to the contrary in this Agreement, any amount borrowed under this Section 2.01 shall be initially funded through the Fronting Lender pursuant to the Fronting Arrangements and the Fronting Lender shall assign to each other DIP Lender such DIP Lender's pro rata share of the applicable DIP Loan in accordance with the Fronting Arrangements.

(f) Specified DIP Loans. In the event that, in the reasonable determination of the Fronting Lender, there is any legal or administrative bar to a DIP Lender purchasing any or all portion of its allocation of DIP Loans from the Fronting Lender (the "Specified DIP Loans"), the Fronting Lender shall be entitled to request that:

(i) the other DIP Lenders be given the option to purchase such Specified DIP Loans from such DIP Lender at par plus accrued and unpaid interest and fees accrued through such time assigned to such DIP Lender and upon such other commercially reasonable terms as may be agreed upon by the DIP Lenders and the Fronting Lender, which option, to the extent exercised, shall be allocated proportionally among the other DIP Lenders electing such option; provided that such purchase must occur within five (5) Business Days; provided, further, that such purchases shall be effected pursuant to assignments made in accordance with Section 11.02; and

(ii) if such other DIP Lenders do not purchase all or any portion of such Specified DIP Loans pursuant to the option described in clause (i) within five (5) Business Days, then the Fronting Lender shall be entitled to request that the Borrower prepay, and the Borrower shall be required to prepay (upon two (2) Business Days' prior written notice to the DIP Administrative Agent), such portion of the Specified DIP Loans on a non-pro rata basis at par (without premium or penalty) plus accrued and unpaid interest in respect thereof.

(g) No Reborrowing, etc. 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 DIP Administrative Agent, the Fronting Lender and the DIP Lenders of such request by delivery of a written Loan Request not later than 9:00 a.m., Greenwich mean time, (x) in the case of a Final Order Tranche 1 Borrowing, three (3) Business Days before the date of the proposed DIP Loan and (y) in the case of a Tranche 2 Borrowing or a Tranche 3 Borrowing, five (5) Business Days before the date of the proposed DIP Loan (in each case, or such shorter notice agreed to by the DIP Administrative Agent, the Fronting Lender and the Majority DIP Lenders). 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;

(iii) the tranche of such DIP Loan;

(iv) unless waived by the Majority DIP Lenders, a confirmation that the conditions precedent to the applicable tranche of such DIP Loan have been previously satisfied or will be concurrently satisfied and reasonably verified by the DIP Arranger and the Majority DIP Lenders, which verification the DIP Administrative Agent may deem to have occurred unless it shall receive written notice to the contrary from the DIP Arranger or the Majority DIP Lenders.

(b) Promptly following receipt of a Loan Request in accordance with this Section 2.02, the DIP 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.

(c) To the extent that a Borrowing is being made by an entity whose legal name is not expressly identified as the Borrower on the date of this Agreement, a Loan Request shall not be delivered by the borrower until all applicable "know your customer" requirements of the DIP Agents have been satisfied.

Section 2.03 Interest Periods. Each DIP Loan shall have a one-month Interest Period.

Section 2.04 Funding of Loans. The Fronting Lender (based upon and for the account of each DIP Lender in accordance with the Fronting Arrangements) shall make each DIP Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds by 8:00 a.m., New York City time, or, in each case, such earlier time as may be reasonably practicable, to the account of the DIP Administrative Agent most recently designated by it for such purpose by notice to the Fronting Lender and the DIP Lenders. Upon receipt of all funds pursuant to the relevant Loan Request, the DIP 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.

Section 2.05 Availability of Funds. Subject to the Fronting Arrangements, all DIP Loans shall be made by the DIP Lenders proportionately to their respective pro rata share of the DIP Commitments, 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 Orders and solely in accordance with the Budget (subject to Permitted Variances):

(i) for post-petition working capital and general corporate purposes of the Debtors;

(ii) to pay interest, premiums, fees and out-of-pocket and other expenses, including, without limitation, attorneys' fees and expenses to the extent permitted under the Interim Order, the Final Order, the DIP Term Sheet and/or hereunder payable hereunder to the DIP Lenders and the DIP Agents and the other DIP Secured Parties as provided under the DIP Loan Documents and the DIP Orders, including, but not limited to, Section 11.04 hereof;

(iii) to pay bankruptcy-related costs and expenses in respect of the Chapter 11 Cases;

(iv) to pay Professional Fees of the Debtors, as approved by the Bankruptcy Court;

(v) to make Adequate Protection Payments, if any, as approved by the Bankruptcy Court; and

(vi) to pay administrative costs and expenses in respect of the Chapter 11 Cases permitted by the Bankruptcy Court in the DIP Orders or other orders of the Bankruptcy Court.

(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 proceeds from any DIP Loan, Cash Collateral or Allowed Professional Fees may be used in any manner:

(i) to 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) to investigate (including discovery proceedings), initiate, assert or prosecute any claims or defenses or commence any cause of action, adversary proceedings or other litigation against any of the DIP Lenders, the DIP Arranger or the DIP Agents;

(iii) to investigate (including discovery proceedings), initiate, assert or prosecute any claims or defenses or commence any cause of action, adversary proceedings or other litigation against any of the DIP Lenders, the DIP Arranger, the DIP Agents or any of their Affiliates under or relating to any loans, equity investments, other financial accommodations or any transaction made by any DIP Lender to the Debtors prior to or after the Petition Date;

(iv) to prevent, hinder or delay, whether directly or indirectly, the DIP 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; or

(v) in connection with any loans, advances, extensions of credit, dividends or other investments to any person (other than the Debtors).

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 Term SOFR for such Interest Period in effect for such Borrowing, plus the Applicable Margin (computed on the basis of the actual number of days elapsed over a year of 360 days); 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 by providing written notice to the DIP 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 written 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 to (but excluding) 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, unless such Business Day shall fall in the next calendar month, in which event it shall be made on the preceding 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 DIP 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 3.0% 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 Specified Financing. Upon the incurrence of any Specified Financing (it being understood that the terms of any such Specified Financing shall be reasonably satisfactory to the Majority DIP Lenders), the aggregate amount of undrawn DIP Commitments shall be reduced by an amount equal to the aggregate principal amount of such Specified Financing, such reduction applied first, to the Tranche 2 DIP Commitment Amount as contemplated in the definition of “Tranche 2 DIP Commitment Amount” and second, to the Tranche 3 DIP Commitment Amount as contemplated in the definition of “Tranche 3 DIP Commitment Amount”.

Section 2.10 Fees.

(a) Commitment Fee. The Borrower paid to the DIP Administrative Agent for the account of the Fronting Lender (who will subsequently assign all such Fees ratably to the applicable DIP Lenders based upon their shares of the DIP Commitments or other Persons entitled thereto at no cost to the DIP Lenders), a commitment fee equal to 5.00% of the aggregate original principal amount of the DIP Commitments, which was fully earned on the Interim Closing Date and paid in kind on the date of the Initial Tranche 1 Borrowing, with interest accruing commencing on the date of the Initial Tranche 1 Borrowing.

(b) Upfront Fee. The Borrower paid to the DIP Administrative Agent for the account of the Fronting Lender (who will subsequently assign all such Fees ratably to the applicable DIP Lenders based upon their shares of the DIP Commitments or other Persons entitled thereto at no cost to the DIP Lenders), an upfront fee equal to 5.00% of the aggregate original principal amount of the DIP Commitments, which was fully earned upon the execution of the DIP Commitment Letter and paid in kind on the date of the Initial Tranche 1 Borrowing, with interest accruing commencing on the date of the Initial Tranche 1 Borrowing.

(c) Exit Fee. Upon the occurrence of a Triggering Event, the Borrower shall pay to the DIP Administrative Agent, for the ratable account of each DIP Lender based upon its share of the DIP Commitments, an exit fee (the "Exit Fee") in cash equal to 5.00% of the aggregate original principal amount of the DIP Commitments.

(d) Minimum Return Amount. Upon the occurrence of a Triggering Event, the Borrower shall pay to the DIP Administrative Agent, for the ratable account of each DIP Lender based upon its share of the DIP Commitments, a fee in cash in an amount equal to the Minimum Return Amount.

(e) DIP Administrative Agent and DIP Collateral Agent. The Borrower shall pay to the DIP Agents, for the account of the DIP Agents, the fees set forth in the DIP 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.

Section 2.11 Repayment of Loans; Evidence of Debt.

(a) On the Maturity Date, the Borrower hereby unconditionally promises to pay to the DIP Administrative Agent for the ratable account of each DIP Lender the then unpaid principal amount of each DIP Loan then outstanding and all other DIP Obligations in accordance with the terms hereof.

(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, including the amounts of principal and interest payable and paid to such DIP Lender from time to time hereunder.

(c) The DIP Administrative Agent shall maintain the Register pursuant to Section 11.02(b)(v).

(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 DIP 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 recordations 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 D (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 DIP Agents and all Fees 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) Section 363 Sale. Upon any sale or disposition of all or substantially all of the Debtors' assets or equity pursuant to section 363 of the Bankruptcy Code, the Borrower shall simultaneously with the consummation thereof, after funding the Carve-Out pursuant to the applicable DIP Order, prepay the DIP Loans in full, with amounts to be applied as set forth in Section 2.15.

(b) 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 any Initial Tranche 1 DIP Collateral that is not Junior Lien Collateral (or, after the Tranche 2 Borrowing, any DIP Collateral that is not Junior Lien Collateral), the Borrower shall apply (to the extent not otherwise applied pursuant to the immediately succeeding proviso) cash in an amount (the "Net Proceeds Amount") equal to 100% of the Net Proceeds received in respect of the DIP Collateral that is subject to such Collateral Sale or Recovery Event to the prepayment of the DIP Loans (subject to the payment of (x) any amounts required to be paid in respect of the Carve-Out under the DIP Orders and (y) any other claims secured by a Lien on such DIP Collateral that is expressly permitted under the DIP Orders to be senior or *pari passu* in priority with the DIP Liens), in accordance with the requirements of Section 2.15; provided, (A) (i) no such prepayment shall be required under this clause (b) to the extent the relevant Collateral Sale or Recovery Event does not relate to any Collateral Aircraft and/or Collateral Engine and such Collateral Sale or Recovery Event is in the ordinary course of business 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 DIP Administrative Agent (a "Reinvestment Notice") 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 thirty (30) days after such Net Proceeds are received, or (B) no such prepayment shall be required under this clause (b) to the extent the relevant Collateral Sale or Recovery Event relates to any sale or disposition of the Collateral Simulator, so long as all proceeds of the sale of the Collateral Simulator are used for operational purposes (and not for (unless agreed in writing by the Majority DIP Lenders) Adequate Protection Payments or other non-operational payments). If the Borrower has delivered a Reinvestment Notice in accordance with the foregoing with respect to any Net Proceeds but does not apply those Net Proceeds within thirty (30) days after such Net Proceeds are received as permitted pursuant to the foregoing, the Borrower shall immediately apply such Net Proceeds in prepayment of the DIP Loans at the end of such thirty (30) day period.

(c) 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.

(d) Extraordinary Receipts. On the date of receipt by the Borrower or any Guarantor of any Net Proceeds of any extraordinary receipts that constitute Initial Tranche 1 DIP Collateral that is not Junior Lien Collateral (or, after the borrowing of any Tranche 2 DIP Loans, any DIP Collateral that is not Junior Lien Collateral), 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, excluding (x) receipts contemplated to be received by any of the Debtors as set forth in the Approved Budget, (y) other than in respect of a total loss of Collateral Aircraft, an Engine associated with a Collateral Aircraft, Collateral Engine or any Collateral Simulator, insurance proceeds that are reinvested by any Debtor in assets used or useful in the business of the Debtors on or prior to the date that is twenty (20) days after the receipt of such Net Proceeds, and (z) the proceeds of any Specified Financing.

(e) [Reserved].

(f) Notice to DIP Administrative Agent. The Borrower shall notify the DIP Administrative Agent in writing of any mandatory prepayment of the DIP Loans required to be made pursuant to Section 2.13(a), (b), (c) or (d) prior to 8:00 a.m., Greenwich mean time, at least two (2) 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 any other amounts payable in connection with such prepayment. The DIP 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), by written notice to the DIP Administrative Agent, in any case received by 8:00 a.m., Greenwich mean time, two (2) 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.

(ii) Each notice of prepayment shall specify the prepayment date, the principal amount of the DIP Loans to be prepaid and any other amounts payable in connection with such prepayment. The DIP 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 earlier to occur of (x) the date of any mandatory prepayment pursuant to Section 2.13(a) and (y) 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 expressly provided herein (including Section 2.01(f)), each prepayment of DIP Loans shall be applied pro rata among the DIP Loans. The DIP Administrative Agent shall apply prepayments (including but not limited to any refinancing or replacement thereof) of DIP Loans as follows, after giving effect to the Carve-Out and any other payments required pursuant to the DIP Orders:

(a) first, in the following order: (1) first, to all fees, expenses, indemnities, documented out-of-pocket expenses and other amounts then due to the DIP Agents under the DIP Agent Fee Letter and the other DIP Loan Documents (including, without limitation, fees and expenses of counsel and external advisors allocated to the Chapter 11 Cases) and (2) second, to all documented out-of-pocket expenses of the DIP Lenders and the Fronting Lender under the DIP Loan Documents (including, without limitation, fees and expenses of counsel and external advisors allocated to the Chapter 11 Cases);

(b) second, to all premiums and fees (including, without limitation, all Fees) owed to the DIP Lenders on a pro rata basis;

(c) third, to the payment of any accrued and unpaid interest owing to the DIP Lenders holding DIP Loans on a pro rata basis;

(d) fourth, to the payment of the outstanding principal amounts of any DIP Loans on a pro rata basis;

(e) fifth, to the payment of all other amounts owing to the DIP Secured Parties on a pro rata basis;

(f) last, the balance (if any) after all remaining DIP Obligations have been Paid in Full, to the Debtors or as otherwise directed by the Debtors.

Section 2.16 Alternate Rate of Interest.

(a) Subject to clauses (b), (c), (d), (e) and (f) of this Section 2.16, if, on or prior to the commencement of any Interest Period the DIP Administrative Agent determines (which determination shall be conclusive absent manifest error) that Term SOFR cannot be determined pursuant to the definition thereof for such Interest Period,

then the DIP Administrative Agent will promptly so notify the Borrower and each DIP Lender. Upon notice thereof by the DIP Administrative Agent to the Borrower, any obligation of the DIP Lenders to make DIP Loans, and any right of the Borrower to continue DIP Loans, shall be suspended (to the extent of the affected DIP Loans or affected Interest Periods) until the DIP Administrative Agent (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 or continuation of DIP Loans (to the extent of the affected DIP Loans or affected Interest Periods) or, failing that, any outstanding affected DIP Loans shall bear interest at the Market Disruption Rate, commencing at the end of the applicable Interest Period unless such applicability is immediately effective (in which case such change in interest rate shall also be immediately effective).

(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 by the DIP Administrative Agent (acting at the direction of the Majority DIP Lenders) 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 DIP 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 DIP Administrative Agent (acting at the direction of the Majority DIP Lenders) 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) Notices; Standards for Decisions and Determinations. The DIP Administrative Agent (acting at the direction of the Majority DIP Lenders) will promptly notify the Borrower and the DIP Lenders of (i) the implementation of any Benchmark Replacement, (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement, (iii) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.16(f) and (iv) the commencement of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the DIP 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.

(e) 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 DIP 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 DIP Administrative Agent (acting at the direction of the Majority DIP Lenders) 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 DIP Administrative Agent (acting at the direction of the Majority DIP Lenders) 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.

(f) 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 or continuation of DIP Loans to be made or continued during any Benchmark Unavailability Period and, failing that, the rate applicable to any outstanding affected DIP Loans shall be determined in accordance with Section 2.16(a) until this Agreement has been amended to reflect the Benchmark Replacement. During a Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not the 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 Indemnitee any other condition, cost or expense or subject any Tax Indemnitee 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 Indemnitee 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 Indemnitee hereunder (whether of principal, interest or otherwise), then, upon the request of such Tax Indemnitee, the Borrower will pay to such Tax Indemnitee such additional amount or amounts as will compensate such Tax Indemnitee 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 DIP 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 DIP 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 DIP 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, subject to the last sentence of this Section 2.18(b), 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), and (y) 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. If the assigning DIP Lender pursuant to this Section 2.18(b) does not execute and deliver to the DIP Administrative Agent a duly completed Assignment and Acceptance and/or any other documentation necessary or appropriate (in the good faith determination of the DIP Administrative Agent, which determination shall be conclusive) to reflect such replacement by the later of (1) the date on which

the replacement DIP Lender executes and delivers such Assignment and Acceptance and/or such other documentation and (2) the date as of which such assigning DIP Lender shall be paid by the assignee DIP Lender (or, at its option, the Borrower) the amount required pursuant to this Section 2.18(b), then such assigning DIP Lender shall be deemed to have executed and delivered such Assignment and Acceptance and/or such other documentation as of such date.

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 DIP 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 this Section 2.19), the DIP 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 DIP 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 DIP Agent, the DIP Arranger, the Fronting Lender, each DIP Lender or other Tax Indemnatee, 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 DIP Agent, the DIP Arranger, the Fronting Lender or such DIP Lender or such Tax Indemnatee, 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 or the Fronting Lender (with a copy to the DIP Administrative Agent), or by any DIP Agent on its own behalf, 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 DIP Administrative Agent or other Tax Indemnatee, 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 DIP Administrative Agent or such other Tax Indemnatee, as applicable.

(f) Each DIP Lender shall, within twenty (20) days after written demand therefor, indemnify each DIP Agent (but only to the extent such DIP 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 DIP Agent, together with all interest, penalties, reasonable out-of-pocket expenses arising therefrom or with respect thereto, as determined by such DIP Agent in good faith. A certificate as to the amount of such payment or liability delivered to any DIP Lender by such DIP Agent shall be conclusive absent manifest error.

(g) Any Tax Indemnatee 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 DIP Administrative Agent, at the time or times reasonably requested by the Borrower or the DIP Administrative Agent, such properly completed and executed documentation reasonably requested by the Borrower or the DIP Administrative Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Tax Indemnatee, if reasonably requested by the Borrower or the DIP Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Borrower or the DIP Administrative Agent as will enable the Borrower or the DIP Administrative Agent to determine whether or not such Tax Indemnatee 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 Indemnatee under this Agreement or any DIP Loan Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Tax Indemnatee 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 Indemnatee shall deliver to the Borrower and the DIP Administrative Agent, at the time or times prescribed by law or at such time or times reasonably requested by the Borrower or the DIP 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 DIP Administrative Agent as may be necessary for the Borrower or the DIP Administrative Agent to comply with its obligations under FATCA, to determine that such Tax Indemnatee has or has not complied with such Tax Indemnatee'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 paid by, or 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 DIP 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; Prohibition against Disproportionate Recoveries.

(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 8:00 a.m., New York City time, on the date when due, in immediately available funds in Euros, without setoff or counterclaim. Any amounts received after such time on any date may, in the sole discretion of the DIP Administrative Agent, be deemed to have been received on the next succeeding Business Day any applicable interest or fee shall continue to accrue. All such payments shall be made to the DIP Administrative Agent pursuant to wire instructions to be provided by the DIP 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 DIP 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, unless such Business Day shall fall in the next calendar month, in which event it shall be made on the preceding Business Day.

(b) If at any time insufficient funds are received by and available to (x) the DIP Administrative Agent, for the account of the respective DIP Lenders (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 interest, fees, and other amounts then due from the Debtors, ratably among each of the DIP Lender based upon such DIP Lender's ratable share of the amount of outstanding interest and fees then due to all DIP Lenders at such time and (ii) second, towards payment of principal then due from the Debtors, ratably among each of the DIP Lenders based on such DIP Lender's ratable share of the amount of principal then due to all DIP Lenders at such time.

(c) Unless the DIP Administrative Agent shall have received written notice from the Borrower prior to the date on which any payment is due to the DIP Administrative Agent for the account of the DIP Lenders hereunder that the Borrower will not make such payment, the DIP 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 DIP 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 DIP Administrative Agent, at the greater of the Federal Funds Effective Rate and a rate determined by the DIP 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 DIP Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the DIP 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.

(e) Unless otherwise expressly provided herein (including Section 2.01(f)), all payments, proceeds of the DIP Collateral, distributions, recoveries, and other amounts received by any DIP Secured Parties with respect to the DIP Obligations shall be applied and shared among the DIP Lenders on a pro rata basis according to their respective outstanding DIP Commitments

and DIP Loans. Any DIP Secured Party receiving more than its pro rata share of the outstanding DIP Commitments and DIP Loans shall hold the excess for the benefit of the other DIP Lenders and shall promptly remit such excess for redistribution to such other DIP Lenders. Furthermore, this subsection 2.20(e) shall not accrue for the benefit of the Obligors any of their Affiliates and any such disproportionate payments, proceeds of DIP Collateral, distributions, recoveries, and other amounts received by any DIP Secured Parties shall not be redistributed to the Obligors or any of their Affiliates, but shall only be shared amongst DIP Lenders who are neither Obligors nor Affiliates of such Obligors.

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 or Term SOFR, or to determine or charge interest based upon SOFR, the Term SOFR Reference Rate or Term SOFR, then, upon notice thereof by such DIP Lender to the Borrower (through the DIP Administrative Agent) (an “Illegality Notice”), any obligation of the DIP Lenders to make DIP Loans, and any right of the Borrower to continue DIP Loans shall be suspended until each affected DIP Lender notifies the DIP 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 DIP Administrative Agent), prepay on the last day of the Interest Period therefor, if all affected DIP Lenders may lawfully continue to maintain such DIP Loans to such day, or immediately, if any DIP Lender may not lawfully continue to maintain such DIP Loans to such day, in each case until the DIP 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 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 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, continue or prepay any DIP Loan on the date specified in any notice delivered pursuant hereto, or (c) the assignment (or reallocation) of any 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 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 DIP 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 DIP 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 DIP 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 DIP 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 DIP 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 DIP Administrative Agent and the DIP Lenders and (y) the Defaulting Lender will provide promptly to the DIP 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 DIP Administrative Agent in writing after any such set-off and application made by such DIP Lender (or any of such banking Affiliates) and the DIP 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 DIP Agent under this Section 2.24 are in addition to other rights and remedies which such DIP Lender and such DIP 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 DIP 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 DIP 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 DIP 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, subject to the last sentence of this Section 2.26(b), 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. If the assigning DIP Lender pursuant to this Section 2.26(b) does not execute and deliver to the DIP Administrative Agent a duly completed Assignment and Acceptance and/or any other documentation necessary or appropriate (in the good faith determination of the DIP Administrative Agent, which determination shall be conclusive) to reflect such replacement by the later of (1) the date on which the replacement DIP Lender executes and delivers such Assignment and Acceptance and/or such other documentation and (2) the date as of which such assigning DIP Lender shall be paid by the assignee DIP Lender (or, at its option, the Borrower) the amount required pursuant to this Section 2.26(b), then such assigning DIP Lender shall be deemed to have executed and delivered such Assignment and Acceptance and/or such other documentation as of such date.

(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 DIP 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 applied, 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 DIP 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 DIP 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 DIP Agent, or any DIP Lender may have against such Defaulting Lender.

(e) If the Borrower and the Majority DIP Lenders agree in writing that a DIP Lender that is a Defaulting Lender should no longer be deemed to be a Defaulting Lender, the Borrower and the Majority DIP Lenders will so notify the DIP Administrative Agent and 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 Majority DIP Lenders 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 DIP Agent may be replaced hereunder except in accordance with the terms of Section 9.08.

SECTION 3

PRIORITY AND LIENS

Section 3.01 Liens.

(a) Subject in each case to the Carve-Out 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 Orders and the other DIP Loan Documents, the DIP Collateral in the following order of priority:

(i) pursuant to Bankruptcy Code section 364(c)(2), a valid, binding, enforceable, non-avoidable, continuing and automatically and fully-perfected first priority security interest in and Lien on the Collateral Aircraft, the Collateral Engines and the Collateral Simulator and on all property of the Obligors’ estates that, as of the Petition Date, was unencumbered (and does not become perfected subsequent to the Petition Date as permitted by section 546(b) of the Bankruptcy Code), including, subject to entry of and the terms of the Final Order, the Avoidance Action Proceeds, and subject only to the Carve-Out and the Legal Reservations;

(ii) pursuant to Bankruptcy Code section 364(c)(3), a valid, binding, enforceable, non-avoidable, continuing and automatically and fully-perfected junior priority security interest in and Lien on the Junior Lien Collateral (other than the Liens securing the obligations under the Pre-Petition Bonds, which are addressed in clause (iii) below), subject only to the Carve-Out and the Legal Reservations; and

(iii) solely to the extent the Priming Order has been entered and the Tranche 2 DIP Loans have been funded, and only thereafter, pursuant to Bankruptcy Code section 364(d)(1), a valid, binding, enforceable, non-avoidable, continuing and automatically and fully-perfected priming first priority security interest in and Lien on all other property and assets of each Debtor and its estate of every kind or type whatsoever, tangible, intangible, real, personal or mixed, whether now owned or hereafter acquired or arising after the Petition Date, and all proceeds, rents and products thereof, in each case not covered by clause (i) or (ii) above, 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 Orders or any provision hereof is vacated, reversed, or modified, on appeal or otherwise. Without limiting the foregoing, the DIP Superpriority Claims shall have priority over all administrative expense claims and unsecured claims, including the prepetition claims and adequate protection administrative expense claims of the Pre-Petition Bonds, and may be repaid from any cash of the Debtors, including, without limitation, cash collateral and, subject to entry of and the terms of the Final Order, the Avoidance Action Proceeds.

(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 anything herein or in the other DIP Loan Documents to the contrary, the granting of security in the DIP Collateral shall be effective and fully accomplished as provided for in the DIP Orders, and no further actions shall be necessary with respect thereto to effect the grant of the perfection and priority statuses provided for in the DIP Orders. That being said, the DIP Agents and the other DIP Secured Parties may elect, in their sole discretion, to take any and all other perfection steps and actions and enter into, and require the Borrower and the Guarantors to so enter into, any Collateral Documents that the DIP Agents (acting at the direction of the Majority DIP Lenders) may reasonably elect to enter into.

(d) Notwithstanding anything to the contrary herein, any estate causes of action arising under Chapter 5 of the Bankruptcy Code (the “Avoidance Actions”) shall not constitute DIP Collateral or be subject to any DIP Lien under the Interim Order; provided that, subject to entry of and the terms of the Final Order, the DIP Collateral shall include, and the DIP Liens shall attach to, the Avoidance Action Proceeds as set forth in Section 3.01(a)(i).

(e) The DIP Liens shall not be subject or subordinate to (i) any Lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code (subject to entry of the Final Order), (ii) any Liens arising after the Petition Date (including, without limitation, any Liens or security interests granted in favor of any federal, state, municipal or other governmental unit, commission, board or court for any liability of the Debtors), or (iii) any intercompany or affiliate Liens of the Debtors.

(f) Subject to entry of the Interim Order, the DIP Collateral Agent (either directly or through one or more acquisition vehicles, and on behalf of all DIP Lenders), at the direction of the Majority DIP Lenders, shall have the right to credit bid (a “Credit Bid”) all or any

portion of the outstanding DIP Obligations (and any other applicable obligations) in connection with any non-ordinary course sale or disposition of all or any portion of the Debtors' assets, whether pursuant to section 363 of the Bankruptcy Code, any Chapter 11 Plan or otherwise. For the avoidance of doubt, the foregoing Credit Bid right is in addition to, and not in limitation of, the rights of the DIP Collateral Agent and the DIP Lenders under Section 8.01.

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 DIP Agents as follows:

Section 4.01 Organization; Powers. The Borrower is duly incorporated and is validly existing under the laws of the Republic of Latvia, has all requisite corporate power and authority to carry on its business as now conducted and is qualified to do business in every jurisdiction where such qualification is required. Each Guarantor is duly incorporated or organized and is validly existing under the laws of its jurisdiction of incorporation or organization, has all requisite corporate power and authority to carry on its business as now conducted and is qualified to do business in every jurisdiction where such qualification is required.

Section 4.02 Authorization; Enforceability. The execution and delivery of the DIP Loan Documents by the Borrower and each other Obligor and the performance by the Borrower and each other Obligor of its obligations thereunder are within the Borrower's or such other Obligor's corporate, company or trust powers, have been duly authorized by all necessary corporate, company or trust action of the Borrower or such other Obligor and do not require any approval or consent of any Person except such as have been duly obtained. This Agreement (in the case of the Borrower) and each other DIP Loan Document to which it is a party (in the case of the Borrower and the other Obligors) has been duly executed and delivered by the Borrower and each other Obligor and the other DIP Loan Documents will be duly executed and delivered by the Borrower and each other Obligor when required by this Agreement or the other DIP Loan Documents. Subject to the Legal Reservations, this Agreement constitutes, and each of the other DIP Loan Documents when executed and delivered by the Borrower and each other Obligor will constitute, a legal, valid and binding obligation of the Borrower and each other Obligor, enforceable against the Borrower and each other Obligor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law. Each DIP Loan Document to which the Borrower and each other Obligor 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 4.03 No Violation. The execution and delivery by the Borrower and each other Obligor of the DIP Loan Documents and the performance by the Borrower and each other Obligor of its obligations thereunder do not and will not (a) violate any provision of the limited liability company agreement, trust agreement, articles of incorporation or by-laws (or any other organizational document) of the Borrower and each other Obligor or (b) violate any law applicable to or binding on the Borrower and each other Obligor.

Section 4.04 Governmental Approvals. The execution and delivery by the Borrower and each other Obligor of the DIP Loan Documents and the performance by the Borrower and each other Obligor of its obligations thereunder do not and will not require the consent or approval of, or the giving of notice to, or the registration with, or the recording or filing of any documents with, or the taking of any other action in respect of, any governmental authority, other than (x) the filings, registrations and recordations referred to in the DIP Term Sheet or any other DIP Loan Document, (y) filings, recordings, notices or other ministerial actions pursuant to any routine recording, contractual or regulatory requirements applicable to it and/or (z) actions necessary to satisfy any applicable Milestone.

Section 4.05 Licenses; Air Carrier Status; Aircraft Operator. The Borrower and each other Obligor holds all licenses, permits and franchises from the appropriate governmental authorities necessary to authorize the Borrower and each other Obligor to lawfully carry on its business operations as currently conducted. The Borrower 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. 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, the Borrower 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.

Section 4.06 Statements Made. The written information furnished by or on behalf of the Borrower to the DIP 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 4.07 Financial Statements; Material Adverse Effect.

(a) The audited consolidated financial statements of Borrower and its Subsidiaries for the fiscal year ended December 31, 2025, together with the unaudited condensed consolidated interim financial statements of Borrower and its Subsidiaries for the six-month period ended June 30, 2026, in each case, as amended, present fairly, in all material respects, in accordance with IFRS (and, in the case of the interim financial statements, IAS 34), the financial

condition, results of operations and cash flows of Borrower and its Subsidiaries on a consolidated basis as of such dates and for such periods, except as described in the basis for qualified opinion in the independent auditor's report dated [●] on the financial statements for the fiscal year ended December 31, 2025 [and, to the extent the same matter affects them, in the interim financial statements for the six-month period ended June 30, 2026].

(b) The 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 4.08 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 Borrower and Borrower owns no other Wholly-Owned Subsidiaries, either directly or indirectly.

Section 4.09 Use of Proceeds. The proceeds of the DIP Loans shall be used in accordance with Section 2.06 herein.

Section 4.10 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 4.11 [Reserved].

Section 4.12 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 4.14) owned or leased, as applicable by such Obligors 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 Orders.

Section 4.13 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 4.14 Perfected Security Interests. Subject to the Legal Reservations, upon entry of the DIP Orders and upon completion of the filings and other actions specified in the relevant provisions of this Agreement or any other DIP Loan Document (which, promptly upon completion of each such filing or other document, shall be delivered to the DIP Collateral Agent by the Borrower in completed and duly executed form (within the time period contemplated therein)), the Liens on the DIP Collateral in favor of the DIP Collateral Agent shall constitute valid and perfected security interests in all of the DIP Collateral in favor of the DIP Collateral Agent, for the benefit of the DIP Secured Parties, as collateral security for the DIP Obligations, enforceable in accordance with the terms hereof against all creditors of the Debtors and any persons purporting to purchase any DIP Collateral from a Debtor, with the priority as provided in Section 3.01, as and to the extent contemplated by and described in the DIP Orders and the Collateral Documents.

Section 4.15 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 4.16 Payment of Taxes. Unless otherwise specified in Schedule 4.16 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 DIP 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 in writing relating to the assessment or collection of Taxes with respect to the Borrower and the Guarantors or any material unresolved questions or claims concerning the Tax liability of the Borrower and the Guarantors.

(c) Other than Permitted Liens, 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 material 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 any material liability for the Taxes of another person as a transferee, successor, by contract (other than any contract that does not primarily relate to taxes), or pursuant to applicable law.

Section 4.17 Employee Matters.

(a) 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) 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 4.18 Sanctions; Anti-Corruption; Anti-Money Laundering Laws.

(a) None of the Borrower or any of its Subsidiaries, or the respective directors, officers or, to Borrower’s knowledge, employees of Borrower or its Subsidiaries (in their capacity as such), has, during the past five (5) years (or, with respect to Sanctions, since April 24, 2019), engaged in any activity or conduct which would comprise a material violation of any applicable Anti-Corruption Laws, Sanctions, or Anti-Money Laundering Laws; and Borrower and its Subsidiaries (i) are presently in compliance in all material respects with applicable Anti-Corruption Laws and Anti-Money Laundering Laws and (ii) have instituted and maintain in place, or are otherwise subject to policies and procedures designed to promote compliance with applicable Anti-Corruption Laws and Anti-Money Laundering Laws.

(b) None of the Borrower or any of its Subsidiaries, or the respective directors, officers, or to Borrower’s knowledge, employees of Borrower or its Subsidiaries is an individual or entity (for the purposes of this Section 4.18, a “Person”), that is the target of Sanctions, including

by virtue of being: (i) identified on any Sanctions-related list of designated Persons; (ii) domiciled, organized or ordinarily resident in a Sanctioned Country; or (iii) a Person with whom dealings are prohibited or restricted by reason of such Person being 50% or more owned or controlled by any Person described in (i) or (ii) (any of the foregoing, a “Sanctioned Person”).

(c) None of the other Obligor or, to the Borrower’s knowledge based on the information available to it after due inquiry, any agent acting on behalf of the Obligor in connection with the DIP Loans is a Sanctioned Person.

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

(e) The representations and warranties set forth in Section 4.18 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 4.18 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, no representation or warranty of this Section 4.18 is provided or shall require any Person, at any time, to take, or refrain from taking, any action where to do so would cause such Person to be in breach of the EU Blocking Regulation, if and to the extent applicable.

Section 4.19 [Reserved].

Section 4.20 DIP Orders.

(a) Each DIP Order is in full force and effect and has not been vacated, reversed, terminated or stayed. No DIP Order has 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 Orders, 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 Orders, without further application to or order by the Bankruptcy Court.

Section 4.21 Appointment of Trustee or Examiner; Liquidation. No order has been entered in any of the Obligor’s 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 Obligor’s Chapter

11 Cases to a case under chapter 7 of the Bankruptcy Code or to dismiss any of the Obligors' Chapter 11 Cases.

Section 4.22 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 Obligors 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 Obligors, 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 Obligors 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 Obligors.

(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 Obligors 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 5

CONDITIONS OF LENDING

Section 5.01 Conditions Precedent to Effectiveness of the DIP Commitments. This Agreement and the effectiveness of the DIP Commitments (other than the Initial Tranche 1 DIP Commitment Amount, which, for the avoidance of doubt, was advanced pursuant to the terms of the DIP Term Sheet, the DIP Commitment Letter and the Interim Order) of each DIP Lender provided in this Agreement shall be subject to satisfaction of the following conditions precedent (unless waived in writing by the Majority DIP Lenders).

(a) DIP Agreement. This Agreement and the DIP Agent Fee Letter shall have been duly executed by the parties hereto and thereto.

(b) No Default. No Default or Event of Default, shall have occurred and be continuing.

(c) No Litigation. There shall be no litigation, investigation or proceeding pending or, to the best of the Borrower's or such other Obligor's knowledge, threatened by or before any governmental authority or arbitrator that (either individually or in the aggregate) could reasonably be expected to materially and adversely affect the ability of the Borrower or such other Obligor to perform its obligations under the DIP Loan Documents.

For the purposes of determining compliance with the conditions specified in this Section 5.01, 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 DIP 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 5.02 Conditions Precedent to Each Final Order Tranche 1 DIP Loan. The obligation of the DIP Lenders to make each Final Order Tranche 1 DIP Loan, shall be subject to the satisfaction (or waiver by the Majority DIP Lenders) of the following conditions precedent:

(a) Conditions Precedent to Tranche 1 Closing. All Conditions Precedent to Tranche 1 Closing shall have been satisfied in accordance with the DIP Term Sheet and the other DIP Loan Documents in effect at such time (which, for the avoidance of doubt are incorporated herein *mutatis mutandis*) and such terms and conditions remain satisfied.

(b) Final Order Entry Date. The Final Order Entry Date shall have occurred on or within thirty-five (35) days following the Petition Date, and the Final Order shall not have been vacated, reversed or stayed, appealed, or modified or amended without the prior written consent of the DIP Agents and the Majority DIP Lenders and, if such modification or amendment is materially adverse to the DIP Lenders or the Fronting Lender, the Majority DIP Lenders or the

Fronting Lender, as applicable and, if such modification or amendment is related to a term of the DIP Loan Documents (including the DIP Orders) that requires the consent or approval of each (or each affected) DIP Lender, such DIP Lender(s);

(c) Notice. With respect to any Final Order Tranche 1 Borrowing, the DIP Administrative Agent shall have received a Loan Request pursuant to Section 2.02 with respect to each Final Order Tranche 1 Borrowing three (3) Business Days prior to funding.

(d) No Default. 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 the Final Order Tranche 1 DIP Loan, the application of proceeds thereof.

(e) 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 such Final Order Tranche 1 Borrowing (both before and after giving effect thereto and, in the case of each Tranche 1 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 Tranche 1 DIP Loan.

(f) No Litigation. There shall be no litigation, investigation or proceeding pending or, to the best of the Borrower's or such other Obligor's knowledge, threatened by or before any governmental authority or arbitrator that (either individually or in the aggregate) could reasonably be expected to materially and adversely affect the ability of the Borrower or such other Obligor to perform its obligations under the DIP Loan Documents.

Section 5.03 Conditions Precedent to Each Tranche 2 DIP Loan. The obligation of the DIP Lenders to make each Tranche 2 DIP Loan, shall be subject to the satisfaction (or waiver by the Majority DIP Lenders) of the following conditions precedent:

(a) Conditions Precedent to Tranche 1 Closing. All Conditions Precedent to Tranche 1 Closing and the Conditions Precedent to Tranche 2 Closing shall have been satisfied and shall remain satisfied.

(b) Bankruptcy Milestones. Each of the Tranche 1 Milestones, Tranche 2 Milestones and General Milestones shall have been satisfied or waived in writing in accordance with Section 11.08, to the extent applicable.

(c) Final Order. The Final Order shall remain in effect and the Final Order shall not have been vacated, reversed or stayed, appealed, or modified or amended without the prior written consent of the DIP Agents and the Majority DIP Lenders and, if such modification or amendment is materially adverse to the DIP Lenders or the Fronting Lender, the Majority DIP Lenders or the Fronting Lender, as applicable and, if such modification or amendment is related to a term of the DIP Loan Documents (including the DIP Orders) that requires the consent or approval of each (or each affected) DIP Lender, such DIP Lender(s). In addition, the Final Order

shall have approved the terms currently provided in the Interim Order as being subject to the entry of the Final Order and shall approve the Fees, including, *inter alia*, the Minimum Return Amount.

(d) Executed Counterparts of the DIP Loan Documents. The DIP Administrative Agent and the DIP Lenders (or their respective counsel) shall have received duly executed copies of (1) the DIP Loan Documents, in form and substance reasonably acceptable to the DIP Lenders, by (A) each Obligor and (B) each of the other parties thereto, and (2) any additional documents related to the Tranche 2 DIP Loans, the Tranche 2 Milestones and the Binding Exit Commitments.

(e) No Default. 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 Tranche 2 DIP Loan, the application of proceeds thereof.

(f) 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 such Tranche 2 Borrowing (both before and after giving effect thereto and, in the case of each Tranche 2 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 Tranche 2 DIP Loan.

(g) Priming Order. The Priming Order shall have been obtained and shall not have been vacated, reversed or stayed, appealed, or modified or amended.

(h) No Litigation. There shall be no litigation, investigation or proceeding pending or, to the best of the Borrower's or such other Obligor's knowledge, threatened by or before any governmental authority or arbitrator that (either individually or in the aggregate) could reasonably be expected to materially and adversely affect the ability of the Borrower or such other Obligor to perform its obligations under the DIP Loan Documents.

Section 5.04 Conditions Precedent to Each Tranche 3 DIP Loan. The obligation of the DIP Lenders to make each Tranche 3 DIP Loan, shall be subject to the satisfaction (or waiver in accordance with Section 11.08) of the following conditions precedent:

(a) Conditions Precedent to Tranche 1 and Tranche 2 Closings. All Conditions Precedent to Tranche 1 Closing and Conditions Precedent to Tranche 2 Closing shall have been satisfied and shall remain satisfied.

(b) Bankruptcy Milestones. Each of the Tranche 1 Milestones, Tranche 2 Milestones, Tranche 3 Milestones and General Milestones shall have been satisfied or waived in writing in accordance with Section 11.08, to the extent applicable.

(c) Final Order. The Final Order shall remain in effect and the Final Order shall not have been vacated, reversed or stayed, appealed, or modified or amended without the prior

written consent of the DIP Agents and the Majority DIP Lenders and, if such modification or amendment is materially adverse to the DIP Lenders or the Fronting Lender, the Majority DIP Lenders or the Fronting Lender, as applicable and, if such modification or amendment is related to a term of the DIP Loan Documents (including the DIP Orders) that requires the consent or approval of each (or each affected) DIP Lender, such DIP Lender(s).

(d) No Default. 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 Tranche 3 DIP Loan, the application of proceeds thereof.

(e) 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 such Tranche 3 Borrowing (both before and after giving effect thereto and, in the case of each Tranche 3 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 Tranche 3 DIP Loan.

(f) No Litigation. There shall be no litigation, investigation or proceeding pending or, to the best of the Borrower's or such other Obligor's knowledge, threatened by or before any governmental authority or arbitrator that (either individually or in the aggregate) could reasonably be expected to materially and adversely affect the ability of the Borrower or such other Obligor to perform its obligations under the DIP Loan Documents.

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:

Section 6.01 Financial Statements, Reports, etc. The Borrower shall deliver to the DIP Administrative Agent for further distribution to the DIP Lenders:

(a) Quarterly Financials. As soon as available and in any event on or before the date that is sixty (60) days after the end of each of the first three quarterly accounting periods in each fiscal year of Borrower and its Subsidiaries, English language versions of the consolidated financial statements of Borrower 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 Borrower 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 Borrower 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 twenty (120) days after the end of each fiscal year of Borrower, English language versions of the consolidated financial statements of Borrower 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. Within three (3) Business Days 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 ERISA 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 ERISA Plan 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 DIP Agents or the DIP Lenders thereunder or in connection with the Transactions;

(h) Budget Reporting. By no later than 5:00 p.m., New York City time, commencing on the Friday of the second (2nd) full calendar week occurring after the Petition Date

and every Friday thereafter (or, if any such Friday is not a Business Day, on the next succeeding Business Day) (each, an “Updated Budget Delivery Date”) a Budget for the rolling 13-week period commencing on the Monday immediately preceding the applicable Updated Budget Delivery Date (each, an “Updated Budget”). If such Updated Budget is in form and substance reasonably satisfactory to the Majority DIP Lenders, in their sole discretion, it shall become the “Approved Budget”.

(i) Variance Reporting. By no later than 5:00 p.m., New York City time, commencing on the Friday of the fourth (4th) full calendar week occurring after the Petition Date and every fourth (4th) Friday thereafter (or, if any such Friday is not a Business Day, on the next succeeding Business Day) (each, a “Variance Testing Date”) a variance report (each, a “Variance Report”) showing, in reasonable detail, actual cash receipts and disbursements of the Debtors for the immediately preceding four (4) week period and on a cumulative basis, in each case relative to the Initial Budget and the then-effective Approved Budget and providing an explanation to all material variances between the actual amounts and the amounts reflected therein.

(j) Financial Covenants Reporting.

(i) Commencing with the month ending on October 31, 2026, within five (5) Business Days after the end of each calendar month, an Officer’s Certificate signed by the Chief Financial Officer of the Borrower certifying compliance with the Minimum Liquidity Covenant (with the Minimum Liquidity Covenant to be certified based on the information reported in the most recent Variance Report); and

(ii) Commencing with the first full fiscal quarter ending after delivery and acceptance of the Business Plan, within 60 calendar days after the end of each fiscal quarter, an Officer’s Certificate signed by the Chief Financial Officer of the Borrower certifying compliance with the LTM Plan EBITDAR 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 Majority DIP Lenders, with the DIP Lenders to review the updated Variance Report 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 DIP Agents, the DIP Lenders, or their respective rights and remedies under the DIP Loan Documents, including the DIP Orders 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 DIP Agents and the Majority DIP Lenders; (3) copies of all other material and substantive pleadings (other than monthly or quarterly operating reports, retention applications, fee applications, fee statements, and any declarations in support thereof or related thereto) and orders in the Chapter 11 Cases in each case, to the extent reasonably practicable, by the time such documents are provided by or on behalf of any Obligor to the U.S. Trustee or the Creditors’ Committee (when appointed); and (4) substantially

contemporaneously with the filing or distribution thereof, copies of all material financial information and material non-privileged information distributed by or on behalf of any Obligor to the Creditors' Committee (when appointed) other than information or materials (x) relating or responding to any offer or bid of any Person other than the DIP Administrative Agent or any DIP Lender (or any Person that is administered or managed by (a) a DIP Lender, (b) an Affiliate of a DIP Lender or (c) an entity or an Affiliate of an entity that administers or manages a DIP Lender), (y) relating to the selection of any offer or bid as a winning offer or bid (or back-up offer or bid) or (z) relating to non-final drafts of valuations of the Borrower or any Subsidiary or Affiliate thereof, or any assets or property of the foregoing;

(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 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 DIP 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 DIP Agent, the Fronting Lender 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;

(o) Event of Loss / Recovery Event. If an Event of Loss or Recovery Event of any Collateral Aircraft or Collateral Engine occurs, the Borrower shall promptly, and in any event within three (3) Business Days, notify the DIP Administrative Agent in writing upon becoming aware of such event; and

(p) Notice of Material Adverse Change; Regulatory Action; Operational Disruption. Within three (3) Business Days after a Responsible Officer of any of the Obligors obtains actual knowledge thereof, written notice to the DIP Administrative Agent of (i) any material adverse change in the business, assets, operations, or financial condition of the Borrower or any Guarantor, (ii) the commencement of any investigation, proceeding, or enforcement action by any Governmental Authority (including any Aviation Authority) against or affecting the Borrower or any Guarantor that would reasonably be expected to have a Material Adverse Effect, and (iii) any material disruption to the operations of the Borrower or any Guarantor (including any grounding of a material portion of the fleet, significant interruption of flight operations, material cyber incident, or other material operational event) that would reasonably be expected to have a Material Adverse Effect, which notice shall specify the nature of such event, its anticipated duration (to the extent known), and what action the Borrower proposes to take with respect thereto;

Subject to the next succeeding sentence, information delivered pursuant to this Section 6.01 to the DIP Administrative Agent may be made available by the DIP 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 DIP Administrative Agent on the date on which the Borrower provides written notice to the DIP Administrative Agent that such information has been posted on the Borrower'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 Borrower to the DIP Administrative Agent from time to time and provides to the DIP 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 Borrower's public filings with the Bank of Latvia (*Latvijas Banka*) or any equivalent foreign regulatory authority, as applicable, or (iii) such notice or communication has been posted on Borrower's general commercial website on the Internet, as such website may be specified by Borrower to the DIP 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 any DIP Order) other than (A) Taxes being contested in good faith by appropriate proceedings and subject to maintenance of appropriate reserves in accordance with IFRS, or (B) Taxes the payment of which is prohibited, stayed or excused by the Bankruptcy Code, the Bankruptcy Court or any DIP Order.

Section 6.03 DIP Proceeds Account. [The Borrower shall use commercially reasonable efforts to establish, within thirty (30) days after the Closing Date, a Controlled Account for the deposit of all unused proceeds of any funded DIP Loans (the "DIP Proceeds Account"). If the DIP Proceeds Account is established within such period, the Obligors shall thereafter, at all times, (a) maintain all unused proceeds of any funded DIP Loans in the DIP Proceeds Account and (b) withdraw any such proceeds from the DIP Proceeds Account only in the amounts and when necessary, as determined in good faith by the Borrower, to maintain reasonable and customary minimum cash balances in the operational accounts and to cover expenses permitted hereunder and set forth in the Approved Budget (without regard to any limitations on amount set forth therein).]²

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:

² NTD: Subject to ongoing review.

(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 Borrower 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 Borrower shall cause each of its Subsidiaries (a) 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 (b) notwithstanding the foregoing, to comply in all material respects with applicable Sanctions, Anti-Money Laundering Laws and Anti-Corruption Law; provided that, with respect to Sanctions, no provision of this Section 6.05(b) shall require any Person, at any time, to take, or refrain from taking, any action where to do so would cause such Person to be in breach of the EU Blocking Regulation, if and to the extent applicable.

Section 6.06 Licensing.

(a) The Borrower 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 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 DIP 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 DIP 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.

Section 6.07 Collateral Ownership. 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.

Each Guarantor shall remain a wholly owned Subsidiary, directly or indirectly, of Borrower, except, to the extent not otherwise prohibited under the DIP Loan Documents.

Section 6.08 Post-Closing Obligations. Borrower 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 DIP 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 and Collateral Engine, (1) "All Risks" hull insurance and "War and Allied Perils" insurance on such Collateral Aircraft or Collateral Engine (as applicable) against loss or damage, including war and allied perils and war risk and related insurance on such Collateral Aircraft or Collateral Engine which shall be maintained on an agreed value basis for not less than the Required Insurance Value of such Collateral Aircraft or Collateral Engine (as applicable); (2) aircraft and airline general third party, bodily injury and property damage, passenger, baggage, cargo and mail legal liability insurance with respect to such Collateral Aircraft or Collateral Engine (as applicable), for a combined single limit, in respect of legal liability insurance of 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 legal liability insurance. War and Allied risks in accordance with AVN 52 E will also be covered for a limit of 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 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 Collateral Aircraft or Collateral Engine (as applicable) shall name the DIP Collateral Agent as additional insured and as loss payee;

(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 for the benefit of the DIP Collateral Agent (including, without limitation, by naming the DIP 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 DIP Collateral Agent; and

(e) notwithstanding the above, with respect to each Collateral Aircraft and Collateral Engine: (i) comply with any requirements for the Insurances that 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, Borrower 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 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 DIP 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 DIP Collateral Agent for the benefit of the DIP Secured Parties and/or of the DIP Collateral Agent, for the benefit of the DIP 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 DIP Collateral Agent or the Majority DIP Lenders, each Obligor shall execute, acknowledge and deliver or shall cause to be executed, acknowledged and delivered, all such further agreements, instruments, certificates or documents, that such DIP 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 [Reserved].

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 Borrower that are not Debtors), the DIP Orders and the Collateral Documents.

Section 6.15 [Reserved].

Section 6.16 [Reserved].

Section 6.17 Regulatory Approvals. Borrower 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 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 Milestones (as then in effect, after giving effect to any extensions or waiver in accordance with the provisions hereof, including as set forth in Schedule 1.1(b)).

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; and (iii) maintain and, upon the reasonable request of the DIP Administrative Agent, provide to the DIP Administrative Agent (on behalf of the DIP Arranger and the DIP Lenders) all technical records for each Collateral Aircraft and Collateral Engine, including maintenance records, maintenance logs, disk sheets, airworthiness directive compliance records, life-limited part records, and all other records required to be maintained by the applicable Aviation Authority or the applicable manufacturer's maintenance programme;

(c) with respect to Collateral Aircraft, ensure that each Collateral Aircraft or procure that the same is kept airworthy in all respects, in good repair and condition (except for reasonable wear and tear consistent with the age and operational use of such Collateral Aircraft) and that it is otherwise maintained, used and operated in accordance with provisions of the New York Aircraft Mortgage.

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. Subject to the final paragraph of this Section 7.01, 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 €10,000,000.

For the avoidance of doubt and notwithstanding the foregoing, (1) no Obligor or any Subsidiary of an Obligor shall convey, sell, lease, sub-lease, exchange, assign, transfer or otherwise Dispose of any of the Initial Tranche 1 DIP Collateral without the prior written consent of the Majority DIP Lenders and (2) 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 the Republic of Latvia in the restructuring of the Obligors.

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 Affiliates or any insider (as such term is defined in the Bankruptcy Code) 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 approved by the Bankruptcy Court, 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 Collateral Aircraft and Collateral Engine), except:

- (i) Permitted Liens; and
- (ii) the Carve-Out, to the extent set forth in the DIP Orders.

(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 Collateral Aircraft 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 Aircraft 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 Change of Control; Merger or Consolidation. No Change of Control shall occur and 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) 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 DIP Agents and Majority DIP Lenders, and approved by the Bankruptcy Court;

(b) Investments made in accordance with Section 7.11;

(c) (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 Obligor consummate such merger or consolidation without the prior written consent of the Majority DIP Lenders; and

(d) Dispositions permitted by Section 7.01 (other than Section 7.01(b)).

Section 7.06 Sanctions and Anti-Money Laundering. The Borrower will not use, and will not permit any of its Subsidiaries to use, the proceeds of any DIP Loan: (A) in violation of any applicable 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, in each case, in violation of applicable Sanctions; or (2) in any other manner that would constitute a violation of Sanctions by any party hereto (including the DIP Lenders); provided that no provision of this Section 7.06(B) shall require any Person, at any time, to take, or refrain from taking, any action where to do so would cause such Person to be in breach of the EU Blocking Regulation, if and to the extent applicable.

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 Organizational Documents. No Obligor shall amend, waive or otherwise modify any provision of its limited liability company agreement, trust agreement, articles of

incorporation or by-laws (or any other organizational document) without the prior written consent of the Majority DIP Lenders.

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 except for Permitted Indebtedness.

Section 7.10 Sale and Leaseback. 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 (x) as expressly permitted in accordance with the Budget and (y) only with respect to 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 with a person who is not an Affiliate or an insider (as such term is defined in the Bankruptcy Code) (each a “Permitted Sale Leaseback”). Notwithstanding anything herein to the contrary, any Sale and Leaseback with respect to any Aircraft or Engines 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 Borrower 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) Accounts receivable created in the ordinary course of businesses;

(g) Investments in any Obligor;

(h) Investments related to the purchase or repurchase of Aircraft or Engines expressly permitted in accordance with this Agreement; and

(i) Investments in airBaltic Switzerland and/or Aviation Crew Resources, AS for business operations in an aggregate principal amount not to exceed €250,000, which are made in accordance with the Approved Budget, after giving effect to the Permitted Variances.

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) payments expressly contemplated by the DIP Term Sheet and the DIP Orders, (ii) Adequate Protection Payments as set forth in the DIP Orders (subject in each case to Section 2.06(a)), (iii) payments expressly permitted and referenced in the Approved Budget and (iv) payments as may be otherwise approved by the Bankruptcy Court, subject to the consent of the Majority DIP Lenders.

(b) No Obligor or any Subsidiary of an Obligor will make (or agree to make) directly or indirectly, any Restricted Payment other than those made in the ordinary course of business.

(c) Notwithstanding paragraph (b) above, the Borrower 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 the Borrower, 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 such distribution or payment (x) constitutes as a regularly scheduled payment under any Specified Financing (it being understood that the terms of any such Specified Financing shall be reasonably satisfactory to the Majority DIP Lenders (which approval shall not be unreasonably withheld, conditioned or delayed)), (y) is required by applicable law or (z) is otherwise approved by the Majority DIP Lenders (which approval shall not be unreasonably withheld, conditioned 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 Orders;
- (b) incur, create, assume, suffer to exist or permit, except for the Carve-Out or as otherwise expressly permitted by the DIP Orders, any other superpriority administrative claim which is pari passu with or senior to the superpriority administrative claim of the DIP Agents or the DIP Lenders against any Obligor, other than with respect to claims related to any Indebtedness permitted under subclause (e) of the definition of "Permitted Indebtedness";
- (c) subject to the DIP Orders, assert, join, investigate, support or prosecute any claim or cause of action against any of the DIP Lenders or DIP 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 Orders, 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 Orders or any of the other DIP Loan Documents;
- (e) [reserved];
- (f) make or permit to be made any change to any DIP Order, unless approved by the DIP 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) At no time shall the Debtors permit or suffer to exist for a period of more than three (3) consecutive Business Days Consolidated Liquidity of less than (i) after the occurrence of the Tranche 1 Borrowing but prior to the occurrence of the Tranche 2 Borrowing, €10,000,000, and (ii) following the occurrence of the Tranche 2 Borrowing, €20,000,000 (collectively, the "Minimum Liquidity Covenant").
- (b) As of any Variance Testing Date, each Debtor shall not permit (i) the total cash receipts of the Debtors for the most recently ended Testing Period to be less than 85.0% (on a cumulative basis taking into account the variance for any prior Testing Period during the then-in-effect Approved Budget period) of the estimated receipts for such items for such Testing Period in the then-in-effect Approved Budget, and (ii) the total cash disbursements (excluding any fees and expenses of legal, financial and other professional advisors) for the most recently ended Testing Period to exceed 115.0% (on a cumulative basis taking into account the variance for any prior Testing Period during the then-in-effect Approved Budget period) of the estimated disbursements for such Testing Period provided in the then-in-effect Approved Budget (collectively, the "Permitted Variances Covenant").

(c) On the last date of each fiscal quarter, commencing with the first full fiscal quarter ending after delivery and acceptance of the Business Plan, each Debtor shall not permit LTM Plan EBITDAR for any period to be less than 25% of the projected LTM Plan EBITDAR for such period as set forth in the Business Plan (the “LTM Plan EBITDAR Covenant”, and together with the Minimum Liquidity Covenant and Permitted Variances Covenant, collectively, the “Financial Covenants”).

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 as being in any way connected or associated with any operation or carriage of any Collateral Aircraft 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 or Collateral Engine.

Section 7.16 Part Out. The Borrower shall not part-out any Collateral Aircraft or Collateral Engine.

Section 7.17 Possession and Leasing of Collateral Aircraft and Collateral Engines. The Borrower shall comply with the provisions of the New York Aircraft Mortgage in respect of the possession and leasing of the Collateral Aircraft and Collateral Engines.

Section 7.18 State of Registration. The State of Registration in respect of a Collateral Aircraft may not be changed without the prior written consent of the Majority DIP Lenders (not to be unreasonably withheld, conditioned or delayed) provided that no change in the State of Registration of a Collateral Aircraft shall be permitted unless the Borrower has delivered to the DIP Collateral Agent: (i) at the cost of the Borrower, all applicable Collateral Documents in respect of such Collateral Aircraft and (ii) evidence satisfactory to the Majority DIP Lenders (acting reasonably) that the Collateral Documents in respect of such Collateral Aircraft shall remain perfected and in full force and effect following 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 (or, to the extent qualified by materiality or “Material Adverse Effect”, in all respects) 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 five (5) 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(h), 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 applicable Sanctions, Anti-Money Laundering and Anti-Corruption Laws), Section 6.08, Section 6.09(b) (limited to the extent it relates to the failure by the Borrower to maintain insurance as required hereunder in respect of any Collateral Aircraft or Collateral Engine), Section 6.10, Section 6.14 and Section 7 hereof; provided that any failure to timely deliver Updated Budgets or Variance Reports shall not constitute an Event of Default under this clause (c) unless such failure continues for a period of one (1) Business Day; 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 thirty (30) days after the earlier of (i) receipt of written notice by the Borrower from the DIP Administrative Agent or the Majority DIP Lenders 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) [Reserved].

(g) [Reserved].

(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) [Reserved].

(j) [Reserved].

(k) Certain Bankruptcy Events.

(i) The entry of an order by the Bankruptcy Court affirmatively denying approval of the DIP Facility or the DIP Loan Documents;

(ii) Either (x) any order of the Bankruptcy Court shall be entered reversing, staying or vacating any DIP Order, any request shall have been made to the Bankruptcy Court by any Debtor for the reversal, modification, amendment, stay, reconsideration or vacatur of any DIP Order, as entered by the Bankruptcy Court, or any Obligor shall apply for the authority to do any of the foregoing, or (y) any order of the Bankruptcy Court shall be entered amending, supplementing, or modifying any 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 DIP Agents or the DIP Lenders, without the prior written consent of the applicable DIP Agent and the Majority DIP Lenders;

(iii) [Reserved].

(iv) any of the Obligors shall fail to comply with the DIP Orders in any material respect;

(v) the entry of an order in the Chapter 11 Cases with respect to any Obligor seeking to obtain financing pursuant to section 364(c)(1) or (d) of the Bankruptcy Code (other than the DIP Facility) without the prior written consent of the Majority DIP Lenders;

(vi) 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;

(vii) (A) the filing of any application by any Obligor for the approval of (or an order is entered by the Bankruptcy Court approving) any claim arising under section 507(b) of the Bankruptcy Code or any other provision of the Bankruptcy Code or any security, mortgage, collateral interest or other lien in any of the Chapter 11 Cases which is

pari passu with or senior to the DIP Obligations or the DIP Liens, excluding the Carve-Out and liens arising under the DIP Orders; or (B) 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 Orders 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;

(viii) 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;

(ix) 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;

(x) (x) the Bankruptcy Court shall enter an order 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 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

(xi) 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

(xii) 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;

(xiii) without the prior written consent of the DIP Administrative Agent and the Majority DIP Lenders, Borrower 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 result in Payment in Full of the DIP Obligations and terminate all DIP Commitments upon consummation thereof;

(xiv) the DIP 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 a DIP Agent is surcharged, such DIP Agent);

(xv) 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;

(xvi) 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;

(xvii) 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 DIP Agents, the DIP Lenders or their interests under the DIP Loan Documents, (B) 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

(xviii) the failure to meet the Milestones described in Section 6.19; or

(l) 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 DIP 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

(m) 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 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 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 (m) 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

(n) Licensing. 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 the Borrower, such Event of Default shall be deemed to have been remedied upon the granting of a Temporary Operating License to the Borrower; or; or

(o) Other Bankruptcy Events With Respect to the Borrower 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 Borrower (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 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, *provided* that no Event of Default shall occur under this clause (i) solely as a result of (x) the continuation of any such proceeding or petition following an order or judgment dismissing such proceeding or petition at first instance, notwithstanding any appeal of such order or judgment, or (y) any such proceeding or petition remaining pending or being suspended as a result of the commencement by a Debtor or Subsidiary of any proceeding permitted pursuant to the proviso at the end of this Section 8.01(o), for so long as such proceeding remains so pending or suspended in connection therewith, (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 or otherwise take such action as is reasonably appropriate in the circumstances in response to, any proceeding or petition described in clause (i) of this Section 8.01(o), (C) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator 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) with 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 DIP Agents, the DIP Lenders or their interests under the DIP Loan Documents, (B) 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]

(p) Arrest. Except as would otherwise not reasonably be expected to result in a Material Adverse Effect, any Collateral Aircraft 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 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 fails to procure the release of the Aircraft within thirty (30) days of such event;

then, and in every such event and five (5) Business Days beyond the applicable grace period (if any) thereafter and during the continuance of such event, the DIP Administrative Agent (acting at the direction 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) set-off any amounts held in a Controlled Account;
- (v) compel the Debtors to sell any or all of its assets pursuant to section 363(b) of the Bankruptcy Code or any other applicable law, and the DIP Collateral Agent

(on behalf of all of the DIP Lenders) may credit bid all or any portion of the DIP Obligations (to the exclusion of all others until the DIP Obligations are indefeasibly repaid in full) in any such sale pursuant to section 363(k) of the Bankruptcy Code or other applicable law is preserved; and

(vi) enforce all the guaranty rights.

In connection with the foregoing, 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 DIP Agents and the DIP Lenders for the purpose of permitting the DIP Secured Parties to foreclose on the DIP Collateral or take any other enforcement action with respect to the DIP Collateral available under the Collateral Documents or under any applicable law.

SECTION 9

THE DIP AGENTS

Section 9.01 Appointment and Authorization of DIP Agents.

(a) Each DIP Lender hereby irrevocably appoints, designates and authorizes GLAS USA LLC to act on its behalf as the DIP Administrative Agent hereunder and under the other DIP Loan Documents and GLAS Americas LLC to act on its behalf as the DIP Collateral Agent hereunder and under the other DIP Loan Documents and authorizes the DIP Agents to take such action on its behalf under the provisions under this Agreement and each other DIP Loan Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Agreement or any other DIP Loan Document, together with such powers as are reasonably incidental thereto. Without limiting the generality of the foregoing, the DIP Lenders hereby expressly authorize each DIP Agent to execute, deliver, and to perform its obligations under, each of the DIP Loan Documents to which such DIP Agent is a party. The provisions of this Section 9 are solely for the benefit of the DIP Agents and the DIP Lenders, and the Borrower shall not have rights as a third-party beneficiary of any such provisions. Notwithstanding any provision to the contrary contained elsewhere herein or in any other DIP Loan Document, the DIP Agents shall have no duties or responsibilities, except those expressly set forth herein, nor shall the DIP Agents have or be deemed to have any fiduciary relationship with any DIP Lender or participant, 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 DIP Agents. Without limiting the generality of the foregoing sentence, the use of the terms “agent”, “administrative agent” and “collateral agent” herein and in the other DIP Loan Documents with reference to the DIP Agents is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties. The DIP Agents shall not be deemed to assume any

obligations or liabilities of any of the DIP Lenders under this Agreement or any of the other DIP Loan Documents.

(b) Each of the DIP Lenders hereby irrevocably appoints and authorizes the DIP Collateral Agent to act as the collateral agent of such DIP Lender (and to hold any security interest, charge or other lien created by the DIP Loan Documents for and on behalf of or on trust for the DIP Secured Parties) for purposes of acquiring, holding and enforcing any and all liens on DIP Collateral granted by the Borrower to secure any of the DIP Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the DIP Agents (and any co-agents, sub-agents and attorneys-in-fact appointed by the DIP Agents pursuant to Section 9.02 for purposes of holding or enforcing any lien on the DIP Collateral (or any portion thereof) granted under the DIP Loan Documents, or for exercising any rights and remedies thereunder at the direction of the Majority DIP Lenders (or such other number or percentage of the DIP Lenders, in each case, as shall be expressly provided for herein or in the other DIP Loan Documents)), shall be entitled to the benefits of all provisions of this Section 9 (including Section 9.07, as though such co-agents, sub-agents and attorneys-in-fact were the “collateral agent” under the DIP Loan Documents) as if set forth in full herein with respect thereto. Without limiting the generality of the foregoing, the DIP Lenders hereby expressly authorize the DIP Agents to execute any and all documents (including releases) with respect to the DIP Collateral and the rights of the DIP Secured Parties with respect thereto, as contemplated by and in accordance with the provisions of the DIP Loan Documents and the DIP Loan Documents and acknowledge and agree that any such action by the DIP Agents shall bind the DIP Lenders.

(c) For purposes of clarity and notwithstanding anything contained in this DIP Agreement or any other DIP Loan Document to the contrary, and without limiting any rights, protections, immunities or indemnities afforded to the DIP Agents hereunder (including without limitation this Section 9), with respect to instances described by phrases such as “satisfactory to the DIP Agents”, “approved by the DIP Agents”, “acceptable to the DIP Agents”, “as determined by the DIP Agents”, “in the DIP Agents’ discretion”, “selected by the DIP Agents”, “elected by the DIP Agents”, “requested by the DIP Agents” and phrases of similar import that authorize and permit the DIP Agents to approve, disapprove, determine, act or decline to act in its discretion shall be subject to the DIP Agents receiving written direction from the Majority DIP Lenders (or such other number or percentage of the DIP Lenders as shall be expressly provided for herein or in the other DIP Loan Documents), in order to take such action or to exercise such rights. Nothing contained in this Agreement shall require the DIP Agents to exercise any discretionary acts and any permissive grant of power to the DIP Agents hereunder shall not be construed to be a duty to act.

Section 9.02 Delegation of Duties. The DIP Agents may execute any of its duties under this Agreement or any other DIP Loan Document (including for purposes of holding or enforcing any lien on the DIP Collateral (or any portion thereof) granted under the DIP Loan Documents or of exercising any rights and remedies thereunder) by or through trustees, Affiliates, agents, co-agents, sub-agents, supplemental agents, employees, attorneys-in-fact or any other Person (including any DIP Lenders) as shall be deemed necessary by the DIP Agents, and shall be entitled to advice of counsel, both internal and external, and other consultants or experts concerning all matters pertaining to such duties. The DIP Agents shall not be responsible for the negligence or misconduct or acts or omissions of any trustee, Affiliate, agent, co-agent, sub-agent, supplemental

agent, employee, or attorney-in-fact, or other Person that it selects in the absence of gross negligence or willful misconduct (as determined by a court of competent jurisdiction in a final and non-appealable judgement).

Section 9.03 Liability of DIP Agents.

(a) No DIP Agent-Related Person shall (a) be liable to any DIP Lender for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other DIP Loan Document or the transactions contemplated hereby, including their activities as DIP Agents (except for its own gross negligence or willful misconduct, as determined by the final and non-appealable judgment of a court of competent jurisdiction, in connection with its duties expressly set forth herein; provided, that no action taken or not taken by the DIP Agents at the direction of the Majority DIP Lenders (or such other number or percentage of the DIP Lenders as shall be expressly provided for herein or in the other DIP Loan Documents) shall be considered gross negligence or willful misconduct of the DIP Agents) or (b) be responsible in any manner to any DIP Lender or other Person for any recital, statement, representation or warranty made by the Borrower or any officer thereof, contained herein or in any other DIP Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by the DIP Agents under or in connection with, this Agreement or any other DIP Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other DIP Loan Document, or the validity, perfection or priority of any lien or security interest created or purported to be created under the DIP Loan Documents, the value or sufficiency of any DIP Collateral or the satisfaction of any condition set forth in the DIP Term Sheet or this Agreement, or for any failure of the Borrower or any other party to any DIP Loan Document to perform its obligations hereunder or thereunder. No DIP Agent-Related Person shall be under any obligation to any DIP Lender or other Person to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other DIP Loan Document (including, without limitation, the conditions precedent under Section 5), or to inspect the properties, books or records of the Borrower or any Affiliate thereof. The DIP Agents shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other DIP Loan Documents that the DIP Agents are required to exercise as directed in writing by the Majority DIP Lenders (or such other number or percentage of the DIP Lenders as shall be expressly provided for herein or in the other DIP Loan Documents); provided that the DIP Agents shall not be required to take any action that, in its judgment or the judgment of its counsel, may expose the DIP Agents to liability or that is contrary to any DIP Loan Document or applicable law. As to any matters not expressly provided for by this Agreement or any other DIP Loan Document, the DIP Agents shall in all cases be fully protected in acting, or in refraining from acting, hereunder or thereunder in accordance with written instructions given by the Majority DIP Lenders (or such other number or percentage of the DIP Lenders as shall be expressly provided for herein or in the other DIP Loan Documents), and such instructions, and any action taken or failure to act pursuant thereto, shall be binding on all DIP Lenders. The DIP Agents shall have no liability for any failure or delay in taking any actions contemplated herein as a result of the failure or delay on the part of the Majority DIP Lenders to provide such instructions.

(b) For the avoidance of doubt, the DIP Agents' rights, protections, indemnities and immunities provided herein shall apply to the DIP Agents for any actions taken or omitted to

be taken under this Agreement or any other DIP Loan Documents and any other related agreements in any of its respective capacities and the DIP Agents shall be afforded all of the rights, powers, immunities and indemnities set forth in this Agreement and in all of the other DIP Loan Documents to which it is a signatory as if such rights, powers, immunities and indemnities were specifically set out in each such other DIP Loan Document.

(c) The DIP Agents shall have no liability for any interest rate published on any publicly available source, by any publication or other source for determining any interest rates applicable to any DIP Loan, including, without limitation, any inaccuracy or error relating to the publication of any such interest rates. The DIP Agents shall not be liable for any inability, failure or delay on its part to perform any of its duties set forth in this Agreement as a result of the unavailability of Term SOFR or other applicable benchmark, and absence of a designated benchmark replacement, including as a result of any inability, delay, error or inaccuracy on the part of any other transaction party, including without limitation the Majority DIP Lenders and the Borrower, in providing any direction, instruction, notice or information required or contemplated by the terms of this Agreement and reasonably required for the performance of such duties.

(d) The DIP Agents shall not be required to risk or expend its own funds in performing its obligations hereunder or under any other DIP Loan Document or to take any action which in its reasonable judgment may cause it to incur any expense or financial or other liability for which it is not indemnified to its satisfaction.

(e) The DIP Agents shall not be responsible or liable for delays or failures in performance resulting from acts beyond its control (such acts shall include, but are not limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters, the unavailability of communications or computer facilities, the failure of equipment or interruption of communications or computer facilities, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility) nor shall the DIP Agents have any liability for losses arising from (i) any cause beyond its control, (ii) any delay, error, omission or default of any mail, telegraph, cable or wireless agency or operator or (iii) the acts or edicts of any government or governmental agency or other group or entity exercise governmental powers.

(f) The DIP Agents shall not be liable for any indirect, special, punitive or consequential damages (including but not limited to lost profits) whatsoever, even if it has been informed of the likelihood thereof and regardless of the form of action.

(g) Notwithstanding anything to the contrary contained herein, the DIP Administrative Agent (i) shall not be deemed to have knowledge of the terms of the DIP Commitment Letter and (ii) shall have no obligation to monitor or confirm (A) the amount of the fees pursuant to Section 2.10 payable to each applicable party thereto, which shall be determined by the Borrower and the DIP Arranger, (B) the amount of the fees pursuant to Section 2.10 to be assigned by the Fronting Lender to each Person entitled thereto or (C) the amount or percentage of any DIP Lender's DIP Loans to be assigned by the Fronting Lender to the applicable DIP Lender as set forth on Schedule 1.1(a) (after taking into account any assignments of the DIP Commitments undertaken in accordance with this Agreement pursuant to the Fronting Arrangements); it being

agreed that the DIP Administrative Agent shall be entitled to conclusively rely on any Assignment and Acceptance delivered to it by the Fronting Lender and applicable assignee thereunder in respect of any assigned DIP Loans without reference to Schedule 1.1(a). The DIP Administrative Agent shall update the Register solely on the basis of the applicable Assignment and Acceptance delivered to it.

(h) Notwithstanding anything to the contrary contained herein, the DIP Administrative Agent shall have no obligation to determine, calculate or verify, or have any liability in connection with the determination, calculation or verification of the Minimum Return Amount payable to each applicable party.

Section 9.04 Reliance by DIP Agents. The DIP Agents may conclusively rely upon (i) any writing, communication, court order, signature, resolution, representation, notice, request, consent, certificate, instrument, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation delivered by the parties hereto believed by it in good faith to be genuine and to have been signed by an authorized representative(s), as applicable, without inquiry and without requiring substantiating evidence of any kind and the DIP Agents shall be under no duty to inquire into or investigate the validity, accuracy or content of any such writing, communication, signature, resolution, representation, notice, request, consent, certificate, instrument, affidavit, letter, telegram, facsimile, telex or telephone message, electronic mail message, statement or other document or conversation and (ii) advice and statements of legal counsel, independent accountants and other experts selected by the DIP Agents and shall not incur any liability for any action taken or omitted to be taken in reliance thereon. The DIP Agents shall be fully justified in failing or refusing to take any action under any DIP Loan Document unless it shall first receive such advice or concurrence of the Majority DIP Lenders as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by the DIP Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action.

Section 9.05 Notice of Default. The DIP Agents shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default unless an officer of the DIP Agents responsible for the administration of this Agreement shall have received written notice from a DIP Lender or the Borrower referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default." The DIP Agents will notify the DIP Lenders of its receipt of any such notice. Subject to the other provisions of this Section 9, the DIP Agents shall take such action with respect to any Event of Default as may be directed by the Majority DIP Lenders in accordance with this Agreement; provided that unless and until the DIP Agents has received any such direction, the DIP Agents may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Event of Default as it shall deem advisable or in the best interest of the DIP Lenders.

Section 9.06 Credit Decision; Disclosure of Information by DIP Agents. Each DIP Lender acknowledges that no DIP Agent-Related Person has made any representation or warranty to it, and that no act by the DIP Agents hereafter taken, including any consent to and acceptance of any assignment or review of the affairs of the Borrower or any Affiliate thereof, shall be deemed to constitute any representation or warranty by any DIP Agent-Related Person to any DIP Lender as to any matter, including whether DIP Agent-Related Persons have disclosed material

information in their possession. Each DIP Lender represents to the DIP Agents that it has, independently and without reliance upon any DIP Agent-Related Person and based on such documents and information as it has deemed appropriate, made its own appraisal of an investigation into the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower and its subsidiaries, and all applicable bank or other regulatory laws relating to the transactions contemplated hereby, and made its own decision to enter into this Agreement and to extend credit to the Borrower. Each DIP Lender also represents that it will, independently and without reliance upon any DIP Agent-Related Person and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit analysis, appraisals and decisions in taking or not taking action under this Agreement and the other DIP Loan Documents, and to make such investigations as it deems necessary to inform itself as to the business, prospects, operations, property, financial and other condition and creditworthiness of the Borrower. Except for notices, reports and other documents expressly required to be furnished to the DIP Lenders by the DIP Agents herein, the DIP Agents shall not have any duty or responsibility to provide any DIP Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of any of the Borrower or any of its Affiliates which may come into the possession of any DIP Agent-Related Person.

Section 9.07 Indemnification of DIP Agents. Whether or not the transactions contemplated by this Agreement are consummated, the DIP Lenders shall indemnify upon demand each DIP Agent-Related Person (to the extent not reimbursed by or on behalf of the Borrower and without limiting the obligation of the Borrower to do so), pro rata, and hold harmless each DIP Agent-Related Person from and against any and all liabilities, losses, actions, suits or proceedings at law or in equity, and any other expenses, fees or charges of any character or nature (including, without limitation, attorney's fees and expenses and the costs of enforcement of this Agreement or any provision thereof), which a DIP Agent-Related Person may incur or with which it may be threatened by reason of acting as or on behalf of the DIP Agents under this Agreement (all of the foregoing, collectively, "Indemnified Liabilities"); provided that no DIP Lender shall be liable for the payment to any DIP Agent-Related Person of any portion of such Indemnified Liabilities resulting from such DIP Agent-Related Person's own gross negligence or willful misconduct, as determined by the final and non-appealable judgment of a court of competent jurisdiction; provided that no action taken in accordance with the directions of the Majority DIP Lenders (or such other number or percentage of the DIP Lenders as shall be expressly provided for herein or in the other DIP Loan Documents) shall be deemed to constitute gross negligence or willful misconduct. In the case of any investigation, litigation or proceeding giving rise to any Indemnified Liabilities, this Section 9.07 applies whether any such investigation, litigation or proceeding is brought by any DIP Lender or any other Person. Without limitation of the foregoing, each DIP Lender shall reimburse the DIP Agents upon demand for its ratable share of any costs or out-of-pocket expenses (including attorney costs) incurred by the DIP Agents in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other DIP Loan Document, or any document contemplated by or referred to herein, to the extent that the DIP Agents are not reimbursed for such expenses by or on behalf of the Borrower, provided that such reimbursement by the DIP Lenders shall not affect the Borrower's continuing reimbursement obligations with respect thereto, if any. The undertaking in this Section 9.07 shall survive termination of the DIP Commitments,

the payment of all other DIP Obligations and the resignation or replacement of the DIP Agents and termination of this Agreement and/or the other DIP Loan Documents.

Section 9.08 Successor DIP Agents.

(a) Any DIP 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 DIP Agent has been appointed. Upon any such resignation, the Majority DIP Lenders shall have the right to appoint a comparable financial institution as a successor DIP Agent. If no successor DIP Agent shall have been so appointed by the Majority DIP Lenders, and shall have accepted such appointment, within thirty (30) days after the retiring DIP Agent's giving of notice of resignation, then the retiring DIP Agent may (but shall not be obligated to), on behalf of the DIP Lenders, after consulting with the DIP Lenders and the Borrower, appoint a successor DIP Agent that is a comparable financial institution, or may petition a court of competent jurisdiction to appoint a successor DIP Agent (at the sole cost and expense of the Borrower, including with respect to reasonable and documented attorneys' fees and expenses). 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 a DIP Agent by a successor DIP Agent, such successor DIP Agent shall succeed to, and become vested with, all the rights, powers, privileges and duties of the retiring DIP Agent. Upon the acceptance of appointment as a DIP Agent by a successor DIP Agent, the retiring DIP 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 9.08), without any other or further act or deed on the part of such retiring DIP Agent or any of the other parties to this Agreement or any holders of the DIP Loans. Upon the acceptance of any appointment as a DIP Agent hereunder by a successor and upon the execution and filing or recording of such financing statements, or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Majority DIP Lenders may reasonably request, in order to (x) continue the perfection of the liens granted or purported to be granted by the DIP Loan Documents or (y) otherwise ensure that any perfection-related requirements are satisfied, the successor DIP Agent shall thereupon succeed to and become vested with all the rights, powers, discretion, privileges, and duties of the retiring DIP Agent, and the retiring DIP Agent shall, to the extent not previously discharged, be discharged from its duties and obligations under the DIP Loan Documents.

(b) Any entity into which the DIP Agents may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion or consolidations which the DIP Agents may be party, or any corporation or association to which all or substantially all of the corporate trust or agency business and assets as a whole or substantially as a whole of the DIP Agents may be transferred or sold, shall be the applicable successor DIP Agent under this Agreement and each DIP Loan Document and will have and succeed to the rights, powers, duties, immunities and privileges as its predecessor, without the execution or filing of any instrument or paper or any further action.

Section 9.09 Collateral and Guarantee Matters.

(a) The DIP Lenders irrevocably agree that any lien on any property granted to or held by the DIP Agents under any DIP Loan Document shall be released (each, a “Lien Release Event”) (i) upon satisfaction and Payment in Full in cash of the DIP Obligations (other than contingent indemnification obligations as to which no claim has been asserted) and the termination of the DIP Commitments (if any), (ii) at the time the property subject to such lien is transferred or to be transferred as part of or in connection with any transfer permitted hereunder or under any other DIP Loan Document to any Person that is not an Affiliate of the Borrower or (iii) subject to this Agreement, if the release of such lien is approved, authorized or ratified in writing by the Majority DIP Lenders.

(b) Each DIP Agent agrees that it will promptly execute, without recourse, representation or warranty, any such documents as may be reasonably requested and prepared by the Borrower (such actions and such execution, the “Release Actions”), at the Borrower’s sole cost and expense and subject to receipt of a Release Certificate, in connection with a Lien Release Event and that such actions are not discretionary. In each case as specified in this Section 9.09, the DIP Agents will promptly (and each DIP Lender irrevocably authorizes the DIP Agents to), at the Borrower’s expense, execute and deliver, without recourse, representation or warranty, to the Borrower such documents as the Borrower may reasonably request and prepare to evidence the release of such item of DIP Collateral from the assignment and security interest granted under the DIP Loan Documents, in each case in accordance with the terms of the DIP Loan Documents and this Section 9.09. Notwithstanding anything contained in this Agreement or any DIP Loan Document to the contrary, prior to releasing its interest in any DIP Collateral, the DIP Agents shall be entitled to receive a certificate of a Responsible Officer of the Borrower stating that the execution and delivery of such document or instrument evidencing or authorizing such release or subordination is authorized or permitted by this Agreement and the other DIP Loan Documents and that the applicable transaction is permitted under the DIP Loan Documents (“Release Certificate”). The DIP Agents shall not be liable for any such release undertaken in reliance upon any such Release Certificate.

(c) Each DIP Lender irrevocably authorizes and irrevocably directs the DIP Agents to take the Release Actions and consents to reliance on the Release Certificate. The DIP Lenders agree not to give the DIP Agents any instruction or direction inconsistent with the provisions of this Section 9.09. The DIP Agents shall not be responsible for, or have a duty to ascertain or inquire into, any statement in a Release Certificate, the compliance of any identified transaction with the terms of a DIP Loan Document, any representation or warranty regarding the existence, value or collectability of the DIP Collateral, the existence, priority or perfection of the DIP Agents’ lien thereon, or contained in any certificate prepared or delivered by the Borrower in connection with the DIP Collateral or compliance with the terms set forth above or in a DIP Loan Document, nor shall the DIP Agents be responsible or liable to the DIP Lenders for any failure to monitor or maintain any portion of the DIP Collateral.

(d) Each DIP Lender expressly and irrevocably agrees that it will not hinder or direct the DIP Agents to take any action that will hinder the automatic release of any security interest, lien or guarantee provided for by this Section 9.09 (including, without limitation, in connection with any disposition permitted pursuant to this Agreement and including, without limitation, any refusal to release liens, return possessory collateral, execute and/or file release documentation or take any other reasonably requested actions to documents or effectuate the

release of liens on DIP Collateral, in each case, at the Borrower's sole cost and expense) and expressly and irrevocably agrees that the DIP Agents shall be authorized to, and shall, take any necessary action to release any such security interest, lien or guarantee to the extent provided in this Section 9.09 without any obligation or requirement to notify or obtain consent from any DIP Lender.

(e) For the avoidance of doubt, the DIP Agents shall not be responsible for (i) the perfection of any lien or for the filing, form, content or renewal of any UCC financing statements, fixture filings, mortgages, deeds of trust and such other documents or instruments, it being understood that the Borrower shall be solely responsible for, and shall arrange for, the filing and continuation of financing statements or other filing or recording documents or instruments for the perfection of security interests in the DIP Collateral, (ii) the preparation, form, content, sufficiency or adequacy of any such financing statements, (iii) insuring the DIP Collateral or for the payment of taxes, charges, assessments or liens upon the DIP Collateral, (iv) independently requesting or examining insurance coverage with respect to any DIP Collateral, or (v) obtaining, monitoring or continuing any flood hazard determinations or flood insurance policies or determining whether any flood hazard determinations or flood insurance policies are or should be obtained in respect of the DIP Collateral, and each DIP Lender shall be solely responsible for determining whether it requires that any flood hazard determinations or flood insurance policies be obtained in respect of the DIP Collateral and that it will not rely on the DIP Agents to make such determination or to see that any such flood hazard determinations or flood insurance policies are in fact obtained.

Section 9.10 Recovery of Erroneous Payments.

(a) If any DIP 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 DIP 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 DIP Agent) received by such Payment Recipient from such DIP 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 DIP Agent pending its return or repayment as contemplated below in this Section 9.10(a) and held in trust for the benefit of such DIP 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 DIP Agent may, in its sole discretion, specify in writing), return to such DIP 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 DIP 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 DIP Agent in same day funds at the greater of the Federal Funds Effective Rate and a rate determined by such DIP Agent in accordance with banking industry rules on interbank compensation from time to time in effect. A notice of any DIP 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 DIP 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 DIP 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 DIP 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 DIP Agent of its receipt of such payment, prepayment or repayment, and the details thereof (in reasonable detail) and that it is so notifying such DIP Agent pursuant to this Section 9.10(b).

For the avoidance of doubt, the failure to deliver a notice to such DIP Agent pursuant to this Section 9.10(b) shall not have any effect on a Payment Recipient's obligations pursuant to Section 9.10(a) or on whether or not an Erroneous Payment has been made.

(c) Each DIP Lender or DIP Secured Party hereby authorizes the DIP 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 DIP Agent to such DIP Lender or DIP Secured Party under any DIP Loan Document or from any other source against any amount that such DIP Agent has demanded to be returned under the immediately preceding clause (a).

(d) The parties hereto agree that (x) irrespective of whether a DIP 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 DIP 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 9.10(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 DIP 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 DIP 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 DIP Agent in respect of an Erroneous Payment) result in such DIP 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 DIP 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 9.10 shall survive the resignation or replacement of the DIP 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 DIP Administrative Agent, the DIP 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 DIP Collateral Agent for the DIP Obligations; (v) the failure of the DIP Administrative Agent, DIP 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 DIP 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 DIP Administrative Agent, DIP 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 DIP 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 DIP 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 a DIP 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 DIP 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 a DIP 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 DIP Agents and the DIP Lenders and shall forthwith be paid to the DIP 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 DIP 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 DIP 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 DIP Administrative Agent and the other DIP Secured Parties, and each Guarantor shall remain liable to the DIP 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 DIP 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 DIP 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 DIP 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 DIP Collateral Agent, the DIP 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 DIP 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 DIP 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 DIP 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 DIP 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 [Reserved].

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

electronic mail with (.pdf attached)), and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by electronic mail, as follows:

- (i) if to the Borrower or any Guarantor, to it at:

Air Baltic Corporation AS
Tehnikas Street 3
Riga International Airport
Mārupe District
LV-1053, Latvia
Email: LegalAffairs@airbaltic.com

with a copy to:

Milbank LLP
55 Hudson Yards
New York, NY 10001
Attention: Evan Fleck, Luke Charleston, Jaimie Fedell
Email: EFleck@milbank.com; lcharleston@milbank.com;
jfedell@milbank.com

- (ii) if to the DIP Administrative Agent, to it at:

GLAS USA LLC
3 Second Street, Suite 203
Jersey City, NJ 07311
Email: TMGUS@glas.agency

with a copy (which shall not constitute notice) to:

Seward & Kissel LLP
One Battery Park Plaza
New York, NY 10004
Attention: Gregg Bateman
Email: bateman@sewkis.com

- (iii) if to the DIP Collateral Agent, to it at:

GLAS Americas LLC
3 Second Street, Suite 203
Jersey City, NJ 07311
Email: TMGUS@glas.agency

with a copy (which shall not constitute notice) to:

Seward & Kissel LLP
One Battery Park Plaza

New York, NY 10004
Attention: Gregg Bateman
Email: bateman@sewkis.com

(iv) if to the DIP Arranger, to it at:

Strategic Value Partners, LLC
100 West Putnam Avenue
Greenwich, CT 06830
Attention: Michael Schwartz
Email: legalnotices@svpglobal.com;
tradesupport@svpglobal.com; info@fieldpoint.lu

with a copy (which shall not constitute notice) to:

Vedder Price PC
1633 Broadway, 31st Floor
New York, NY 10019
Attention: Michael Edelman, William Thorsness; Cameron Gee
Email: mjedelman@vedder.com; wthorsness@vedder.com;
cgee@vedder.com

(v) if to any DIP Lender, to it at its address on file with the DIP Administrative Agent (or email address) or, if subsequently delivered, on a notice from the DIP Lender to the DIP 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 DIP Administrative Agent; provided that the foregoing shall not apply to notices pursuant to Section 2 unless otherwise agreed by the DIP Administrative Agent and the applicable DIP Lender. The DIP 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 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 DIP 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 DIP Agent to be its electronic transmission system (the “Platform”).

(ii) The Platform and the Communications are provided “as is” and “as available.” The DIP 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 DIP Agent or any of its Related Parties in connection with the Communications or the Platform. In no event shall any DIP 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 DIP Agent’s transmission of communications through the internet or the Platform, except to the extent the liability of such DIP Agent is found in a final non-appealable judgment by a court of competent jurisdiction to have resulted primarily from such DIP 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 DIP 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 Borrower or its securities) (each, a “Public Lender”). The Borrower agrees that (w) at the request of a DIP 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 DIP 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 DIP 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 DIP 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 Borrower’s public filings with the Bank of Latvia (*Latvijas Banka*) or any equivalent foreign regulatory authority, as applicable, and (C) notices or communications posted on Borrower’s general commercial website on the Internet, as such website may be specified by Borrower to the DIP 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 DIP Agents and DIP Lenders may have access to such information and neither the Obligors nor the DIP Agents or 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 DIP 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 DIP 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 DIP Administrative Agent’s generally applicable document retention procedures and policies.

(viii) Nothing in this Section 11.01(d) shall prejudice the right of the DIP 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 DIP 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 DIP 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, 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 DIP 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 DIP Administrative Agent within five (5) Business Days of a written request for such consent, (y) no consent of the Borrower or DIP 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, [unless, in respect of the foregoing clauses (y) and (z), the assignment would constitute a transaction triggering the Borrower's obligation to obtain the permission of the Governmental Authority pursuant to the National Security Law of Latvia (*Nacionālās drošības likums*)].³

(i) 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 an assignment by the Fronting Lender pursuant to the Fronting Arrangements, 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 DIP Administrative Agent) shall not be less than €250,000 (or, if less, the entire remaining amount of such DIP Commitment or DIP Loans held by the assigning DIP Lender);

³ NTD: Subject to review by Latvian counsel.

(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 DIP Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee of \$3,500 for the account of the DIP Administrative Agent (which fee shall not be required in connection with any assignment (x) to an Affiliate or Approved Fund of the assigning DIP Lender or (y) by the Fronting Lender pursuant to the Fronting Arrangements, and which may otherwise be waived by the DIP 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 DIP Administrative Agent an administrative questionnaire in a form as the DIP 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 DIP Agent any documentation and information required by such DIP Agent in connection with its "know your customer" process.

In no event shall the DIP 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, Eligible Assignees or Approved Funds and the DIP Administrative Agent shall not be obligated to ascertain, monitor or inquire as to whether any DIP Lender or prospective assignee is a Disqualified Lender, an Eligible Assignee or an Approved Fund 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 administered, advised, controlled 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, advises, controls or manages such DIP Lender.

(ii) 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.

(iii) The DIP 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)(iii), 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 DIP 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, the DIP Arranger and any DIP Lender (solely with respect to such DIP Lender's DIP Loans), at any reasonable time and from time to time upon reasonable prior notice.

(iv) 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).

(v) 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 DIP 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 DIP 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, the DIP Agents and each 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 DIP 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 DIP

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 DIP 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 DIP 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 9.07 as though it were a DIP Lender, provided such Participant agrees to be subject to the requirements of Section 9.07 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 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. For the avoidance of doubt, the DIP Administrative Agent shall have no responsibility for maintaining a Participant Register.

(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: (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 DIP 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 DIP Administrative Agent or any DIP Lender or will be permitted to attend or participate in meetings attended solely by the DIP Lenders and the DIP 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 DIP Agent or any DIP Lender which is not permitted by this Agreement, (e) in connection with any litigation to which any DIP 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 Borrower 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 Borrower and its obligations or to any credit insurance provider under which payments are to be made by reference to Borrower 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 (e) 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 promptly pay (i) all reasonable out-of-pocket fees, costs and expenses of the DIP Agents, the DIP Arranger, the Fronting Lender and the DIP Lenders (including reasonable and documented fees and expenses of counsel to the DIP Agents, the DIP Arranger, the Fronting Lender and to the DIP Lenders and each local law counsel in each relevant local jurisdiction for the DIP Agents, the DIP Arranger, the Fronting Lender 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 DIP Agents, the DIP Arranger, the Fronting Lender and DIP Lenders (including reasonable and documented fees and expenses of Seward & Kissel LLP as primary counsel to the DIP Agents, Vedder Price P.C. as primary counsel to the DIP Lenders, Dentons US LLP as primary counsel to the Fronting Lender and each local law counsel in each relevant local jurisdiction for the DIP Agents, the DIP Arranger, the Fronting Lender 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 DIP 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 DIP Agents, the DIP Arranger, the Fronting Lender and the DIP Lenders (including reasonable and documented fees and expenses of Seward & Kissel LLP as primary counsel to the DIP Agents, Vedder Price P.C. as primary counsel to the DIP Lenders, Dentons US LLP as primary counsel to the Fronting Lender and each local law counsel in the Republic of Latvia and in each relevant local jurisdiction for the DIP Agents, the DIP Arranger, the Fronting Lender and DIP Lenders (the foregoing advisors, collectively, the "Specified Advisors") 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 DIP Agents, the DIP Arranger, the Fronting Lender and the DIP Lenders shall be limited to the fees, costs and expenses of the Specified Advisors. All payments or reimbursements pursuant to this clause (a) shall be payable by the Debtors, subject to the DIP Orders, on a monthly basis, promptly upon submission by such professional of a summary invoice setting forth such fees, costs and expenses; provided that the Debtors hereby agree to indemnify and pay the reasonable and out-of-pocket legal fees incurred by individual DIP Lenders (i) prior

to the entry of the Interim Order, in an aggregate amount not to exceed \$100,000 (the “Fee Cap”) and (ii) during the continuation of any Event of Default; provided further, that, for the avoidance of doubt, the Fee Cap shall not apply to the fees and expenses of the Specified Advisors.

(b) The Obligors shall, jointly and severally, indemnify each DIP Agent, the DIP Arranger, the Fronting Lender 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, claims, damages, actions, suits, judgements, liabilities and related expenses, including, without limitation, reasonable and documented fees, charges and out-of-pocket fees 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 Borrower or any of its Subsidiaries or any DIP Agent, the DIP Arranger, the Fronting Lender 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, Borrower or any of its Subsidiaries, (iv) the operation, possession, use, non-use, control, leasing, subleasing, maintenance, storage, overhaul, testing, acceptance flights at return or inspections of any Collateral Aircraft 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 (v) any preventing or attempting to prevent the arrest, confiscation, seizure, taking in execution, impounding, forfeiture or detention of a Collateral Aircraft or Collateral Engine, or procuring the release of such Collateral Aircraft 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 a DIP Agent or a Related Party of a DIP Agent, the gross negligence or willful misconduct of such Indemnatee. Paragraph (b) of this Section 11.04 shall not apply with respect to Taxes other than any Taxes that represent losses, claims, damages, arising from any non-Tax claim.

(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 a DIP Agent or a Related Party of a DIP 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 Allowed Professional Fees.

The agreements in this Section 11.04 shall survive resignation or replacement of any DIP Agent or any assignment of rights by, or the replacement of, the DIP Arranger, the Fronting Lender or any 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 DIP Agent, the DIP Arranger, the Fronting Lender 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, the DIP Arranger, the Fronting Lender and the DIP 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 DIP 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 non-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 DIP Administrative Agent, the DIP 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 DIP Agent, the DIP Arranger, the Fronting Lender 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 of the Obligors 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 DIP Administrative Agent, the DIP Collateral Agent, the Fronting Lender 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 DIP Administrative Agent) (or signed by the DIP Administrative Agent at the direction 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, and, to the extent so affected, the Fronting Lender (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 original definition of "Scheduled Maturity Date" as of the date of this Agreement) 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), Section 2.20(e), Section 3.01 or Section 9.07, (D) [reserved], (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, or (F) amend, modify or waive the assignment or transfer provisions set forth in Section 11.02, or (G) make any DIP Lender responsible for the obligations of any other DIP Lender;

(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 Initial Tranche 1 DIP Collateral or the DIP Collateral granted to the DIP 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 DIP 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 Majority DIP Lenders 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 DIP Agent without the prior written consent of each affected DIP Agent. Only the consent of the parties to the DIP 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 a DIP 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 DIP 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 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 Obligor 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 DIP 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 Section 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 DIP 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 DIP Administrative Agent and when the DIP 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 DIP 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 DIP Agent has agreed to accept any Electronic Signature, each DIP 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 DIP 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 DIP 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 DIP 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 Indemnatee for any liabilities arising solely from any DIP 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 DIP 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 available to the DIP Administrative Agent in accordance with its ordinary policies and procedures.

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 DIP 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 ERISA 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 DIP 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 DIP Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower or any other Obligor, that such DIP 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 DIP Agent under this Agreement, any DIP Loan Document or any documents related hereto or thereto).

Section 11.21 Conflicts. If any provision in this Agreement or any other DIP Loan Document expressly conflicts with the provisions of the DIP Orders, the provisions of the DIP Orders shall govern and control.

Section 11.22 Parallel Debt.

(a) Notwithstanding any other provision of this Agreement or the DIP Loan Documents, each Obligor hereby irrevocably and unconditionally undertakes to pay to the DIP Collateral Agent, as its own separate, independent and principal creditor and not as agent, trustee or representative of any of the DIP Administrative Agent or the DIP Lenders, amounts equal to, and in the currency or currencies of, each amount that such Obligor owes to any of the DIP Administrative Agent or the DIP Lenders under or in connection with this Agreement and the other DIP Loan Documents (its "Corresponding Debt"), as and when that amount is or becomes due and payable (that undertaking and the obligations and liabilities resulting from it, the "Parallel Debt").

(b) The Parallel Debt of each Obligor: (i) constitutes an obligation and liability of that Obligor to the DIP Collateral Agent that is separate and independent from, and without prejudice to, its Corresponding Debt; and (ii) represents the DIP Collateral Agent's own separate and independent claim to receive payment of that Parallel Debt, in its own name and for its own account, and not as agent, trustee or representative of the DIP Administrative Agent or the DIP Lenders.

(c) The aggregate amount due to the DIP Collateral Agent under the Parallel Debt of an Obligor shall at all times be equal to the aggregate amount of such Obligor's Corresponding Debt. Every payment or discharge of an Obligor's Corresponding Debt (whether to the DIP Administrative Agent, any DIP Lender, or otherwise) shall operate, to that same extent, as a discharge of that Obligor's Parallel Debt and every payment or discharge of an Obligor's Parallel Debt to the DIP Collateral Agent shall operate, to that same extent, as a discharge of that Obligor's Corresponding Debt. The Corresponding Debt and the Parallel Debt shall be reduced accordingly, so that at no time shall the total amount recoverable from an Obligor in respect of the same underlying liability exceed the amount of its Corresponding Debt, and no double recovery shall arise.

(d) Until the DIP Collateral Agent has given notice to an Obligor following an Event of Default that is continuing (or as otherwise required under the DIP Loan Documents), that Obligor may satisfy its obligations by paying the DIP Administrative Agent and the DIP Lenders direct, or the DIP Administrative Agent on their behalf, in accordance with the DIP Loan Documents, and any such payment shall discharge the corresponding amount of its Parallel Debt in accordance with clause (c) above.

(e) The Liens on the DIP Collateral granted to the DIP Collateral Agent under the Collateral Documents are granted to the DIP Collateral Agent as security for, and the DIP Collateral Agent holds and may enforce those Liens in respect of, the Parallel Debt owed to it in its own right as principal creditor. For the avoidance of doubt, the Parallel Debt owed to the DIP Collateral Agent is the secured claim to which those Liens relate. The DIP Collateral Agent holds the benefit of each Parallel Debt, and any recoveries in respect of it, for application in accordance with the DIP Loan Documents for the benefit of the DIP Administrative Agent and the DIP Lenders from time to time.

(f) Without limiting the DIP Collateral Agent's rights under the DIP Loan Documents, on and following an Event of Default that is continuing the DIP Collateral Agent shall be entitled to demand payment of the Parallel Debt owed to it and to exercise and enforce all rights and remedies in respect of the Liens on the DIP Collateral in its own name as principal creditor.

(g) The rights of the DIP Administrative Agent and the DIP Lenders to receive payment of the Corresponding Debt are neither limited nor otherwise affected by this Section 11.22, except that the Corresponding Debt is reduced by amounts recovered under the Parallel Debt as set out in clause (c) above. Nothing in this Section 11.22 shall be construed so as to increase the aggregate amount payable by any Obligor above the amount of its Corresponding Debt. This Section 11.22 shall remain in full force until all DIP Obligations have been irrevocably and unconditionally discharged in full.

[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.

AIR BALTIC CORPORATION AS
as Borrower

By: _____
Name:
Title:

By: _____
Name:
Title:

AIR BALTIC TRAINING, SIA
as Guarantor

By: _____
Name:
Title:

By: _____
Name:
Title:

BALTIJAS KRAVU CENTRS SIA
as Guarantor

By: _____
Name:
Title:

By: _____
Name:
Title:

GLAS USA LLC,
as DIP Administrative Agent

By: _____

Name:

Title:

GLAS AMERICAS LLC,
as DIP Collateral Agent

By: _____

Name:

Title:

EXHIBIT A
FORM OF ASSIGNMENT AND ACCEPTANCE

ASSIGNMENT AGREEMENT

This Assignment Agreement (the “Assignment Agreement”) is dated as of the Effective Date set forth below and is entered into by and between [*Insert name of Assignor*] (the “Assignor”) and [*Insert name of Assignee*] (the “Assignee”). Capitalized terms used but not defined herein shall have the meanings given to them in the Super-Priority Debtor-in-Possession Term Loan Agreement (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”) dated as of [•], 2026, among Air Baltic Corporation AS, as Borrower (the “Borrower”), Air Baltic Training, SIA and Baltijas Kravu Centrs SIA, as Guarantors, Barclays Bank Ireland PLC, as Fronting Lender, each of the several financial institutions or entities from time to time party thereto as a DIP Lender, Strategic Value Partners, LLC, as DIP Arranger, GLAS USA LLC, as DIP Administrative Agent (the “DIP Administrative Agent”) and GLAS Americas LLC, as DIP Collateral Agent. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment Agreement as if set forth herein in full.

For an agreed consideration, the Assignor hereby irrevocably sells and assigns to the Assignee, and the Assignee hereby irrevocably purchases and assumes from the Assignor, subject to and in accordance with the Standard Terms and Conditions and the Loan Agreement, as of the Effective Date inserted by the DIP Administrative Agent as contemplated below (i) all of the Assignor’s rights and obligations in its capacity as a DIP Lender under the Loan Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount and percentage interest identified below of all of such outstanding rights and obligations of the Assignor under the respective facilities identified below (including without limitation any guarantees included in such facilities), and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignor (in its capacity as a DIP Lender) against any Person, whether known or unknown, arising under or in connection with the Loan Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned by the Assignor to the Assignee pursuant to clauses (i) and (ii) above being referred to herein collectively as the “Assigned Interest”). Each such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Assignment Agreement, without representation or warranty by the Assignor.

1. Assignor: _____, as a DIP Lender
2. Assignee: _____
3. Borrower: Air Baltic Corporation AS

4. DIP Administrative Agent: GLAS USA LLC, as the DIP Administrative Agent under the Loan Agreement

5. Loan Agreement: Super-Priority Debtor-in-Possession Term Loan Agreement, dated as of [•], 2026, among Air Baltic Corporation AS, as Borrower, Air Baltic Training, SIA and Baltijas Kravu Centrs SIA, as Guarantors, Barclays Bank Ireland PLC, as Fronting Lender, each of the several financial institutions or entities from time to time party thereto as a DIP Lender, Strategic Value Partners, LLC, as DIP Arranger, GLAS USA LLC, as DIP Administrative Agent and GLAS Americas LLC, as DIP Collateral Agent.

6. Assigned Interest:

Aggregate principal amount of DIP Loans for all DIP Lenders	Tranche of DIP Loans Assigned	Aggregate Principal Amount of DIP Loans Assigned	Percentage of DIP Loans Assigned	Percentage of Tranche Assigned

Effective Date: _____, 202_

The terms set forth in this Assignment Agreement are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____
Name:
Title:

ASSIGNEE

[NAME OF ASSIGNEE]

By: _____
Name:
Title:

Accepted:

GLAS USA LLC, as DIP Administrative
Agent

By: _____
Name:
Title:

ANNEX 1

STANDARD TERMS AND CONDITIONS FOR ASSIGNMENT AGREEMENT

1. Representations and Warranties.

1.1. Assignor. The Assignor: (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Loan Agreement, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Agreement, (iii) the financial condition of the Borrower, any of its Affiliates or any other Person obligated in respect of the Loan Agreement or (iv) the performance or observance by the Borrower, any of its Affiliates or any other Person of any of their respective obligations under the Loan Agreement.

1.2. Assignee. The Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment Agreement and to consummate the transactions contemplated hereby and to become a DIP Lender under the Loan Agreement, (ii) it satisfies the requirements, if any, specified in the Loan Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a DIP Lender, (iii) from and after the Effective Date, it shall be bound by the provisions of the Loan Agreement as a DIP Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a DIP Lender thereunder, (iv) it has received a copy of the Loan Agreement, together with copies of the most recent financial statements delivered pursuant to relevant provisions of Loan Agreement, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment Agreement and to purchase the Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the DIP Administrative Agent or any other DIP Lender, and (v) attached to the Assignment Agreement is any documentation required to be delivered by it pursuant to the terms of the Loan Agreement, duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the DIP Administrative Agent, the Assignor or any other DIP Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Agreement, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Agreement are required to be performed by it as a DIP Lender.

2. Payments. From and after the Effective Date, the DIP Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to the Assignor for amounts which have accrued to but excluding the Effective Date and to the Assignee for amounts which have accrued from and after the Effective Date. Notwithstanding the foregoing, the DIP Administrative Agent shall make all payments of interest, fees or other amounts paid or payable in kind from and after the Effective Date to [the][relevant] Assignee.

3. General Provisions. This Assignment Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment Agreement by fax shall be effective as delivery of a manually executed counterpart of this Assignment Agreement. This Assignment Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

EXHIBIT B
FORM OF MATURITY DATE EXTENSION REQUEST

To: GLAS USA LLC, as DIP Administrative Agent

BARCLAYS BANK IRELAND PLC, as Fronting Lender

with a copy to the Majority DIP Lenders

Dated: _____, 20__

Re: Maturity Date Extension Request

Ladies and Gentlemen,

Reference is made to the Super-Priority Debtor-in-Possession Term Loan Agreement (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”) dated as of [•], 2026, among Air Baltic Corporation AS, as Borrower (the “Borrower”), Air Baltic Training, SIA and Baltijas Kravu Centrs SIA, as Guarantors, Barclays Bank Ireland PLC, as Fronting Lender, each of the several financial institutions or entities from time to time party thereto as a DIP Lender, Strategic Value Partners, LLC, as DIP Arranger, GLAS USA LLC, as DIP Administrative Agent (the “DIP Administrative Agent”) and GLAS Americas LLC, as DIP Collateral Agent. Capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Loan Agreement. This request constitutes a “Maturity Date Extension Request” delivered pursuant to clause (i) of the definition of “Maturity Date Extension Conditions” and the definition of “Scheduled Maturity Date” set forth in the Loan Agreement.

1. Request for Extension. The Borrower hereby requests to exercise a Maturity Date Extension to extend the Scheduled Maturity Date for an additional three (3)-month period in accordance with the definition of “Scheduled Maturity Date.” This Maturity Date Extension Request constitutes a Maturity Date Extension exercised by the Borrower under the Loan Agreement.
2. Existing and Extended Scheduled Maturity Date. The Scheduled Maturity Date currently in effect is [•]. After giving effect to the Maturity Date Extension requested hereby, the Scheduled Maturity Date shall be [•].
3. Extension Fee. Substantially concurrently with the delivery of this Maturity Date Extension Request, the Borrower has paid, or has caused to be paid, to the DIP Administrative Agent, for the account of the DIP Lenders in accordance with their pro rata shares of the DIP Commitments and DIP Loans, the extension fee required by clause (ii) of the definition of “Maturity Date Extension Conditions” in an amount equal to 0.75% of the aggregate principal amount of the then-unfunded DIP Commitments and then-outstanding DIP Loans (including, for the avoidance of doubt, all accrued interest and any fees payable in kind and forming part of the then-outstanding DIP Loans).

4. Certifications. The Borrower hereby certifies, as of the date of delivery of this Maturity Date Extension Request and immediately prior to giving effect to the requested Maturity Date Extension, that:

(a) this Maturity Date Extension Request has been delivered to the DIP Administrative Agent not less than two (2) Business Days prior to the Scheduled Maturity Date then in effect (or such later date as the Majority DIP Lenders may agree in their sole discretion) and, in accordance with the definition of "Scheduled Maturity Date," not less than two (2) Business Days prior to the satisfaction of the Maturity Date Extension Conditions;

(b) no Default or Event of Default has occurred and is continuing or would result from giving effect to the Maturity Date Extension requested hereby; and

(c) the representations and warranties of each Obligor contained in Section 4 of the Loan Agreement and in each other DIP Loan Document are true and correct in all material respects, except in each case to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects as of such earlier date.

5. Effectiveness. Upon the satisfaction of the Maturity Date Extension Conditions, the Scheduled Maturity Date shall be extended as set forth herein, in each case in accordance with, and subject to, the terms of the Loan Agreement. Except as expressly set forth herein, the Loan Agreement and each other DIP Loan Document shall remain in full force and effect in accordance with their respective terms.

6. Governing Law. This Maturity Date Extension Request shall be governed by and construed in accordance with the law of the State of New York and, to the extent applicable, the Bankruptcy Code.

Very truly yours,

AIR BALTIC CORPORATION AS, as Borrower

By: _____
Name:
Title:

By: _____
Name:
Title:

ACKNOWLEDGED AND AGREED:

GLAS USA LLC, as DIP Administrative Agent

By: _____
Name:
Title:

EXHIBIT C
FORM OF LOAN REQUEST

To: GLAS USA LLC, as DIP Administrative Agent

BARCLAYS BANK IRELAND PLC, as Fronting Lender

with a copy to the Majority DIP Lenders

Dated: _____, 20__

Ladies and Gentlemen,

LOAN REQUEST

1. We refer to the Super-Priority Debtor-in-Possession Term Loan Agreement (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”) dated as of [•], 2026, among Air Baltic Corporation AS, as Borrower (the “Borrower”), Air Baltic Training, SIA and Baltijas Kravu Centrs SIA, as Guarantors, Barclays Bank Ireland PLC, as Fronting Lender, each of the several financial institutions or entities from time to time party thereto as a DIP Lender, Strategic Value Partners, LLC, as DIP Arranger, GLAS USA LLC, as DIP Administrative Agent and GLAS Americas LLC, as DIP Collateral Agent. Capitalized terms used but not otherwise defined in this notice have the meanings given to them in the Loan Agreement.

2. We hereby give you notice, in accordance with Section 2.02 (*Requests for DIP Loans*) of the Loan Agreement, that the Borrower hereby requests a DIP Loan on the following terms:

- (a) Aggregate principal amount of the requested DIP Loan: €[•];
- (b) Proposed date of Borrowing: [•];
- (c) Tranche of the requested DIP Loan: [Final Order Tranche 1][Tranche 2][Tranche 3].

4. The Borrower confirms that, as of the date hereof and as of the proposed date of the Borrowing:

(a) each of the representations and warranties contained in the Loan Agreement and the other DIP Loan Documents is true and correct in all material respects on and as of the date hereof and as of the proposed date of the Borrowing (except to the extent any such representation

or warranty expressly relates to an earlier date, in which case as of such earlier date), both before and after giving effect to the Borrowing and the application of the proceeds thereof;

(b) no Default or Event of Default has occurred and is continuing, nor will any Default or Event of Default result from the making of the requested Borrowing or the application of the proceeds thereof; and

(c) the conditions precedent to the applicable tranche of the requested DIP Loan set forth in Section 5 of the Loan Agreement have been satisfied, or will be satisfied concurrently with the funding of the Borrowing, and are subject to reasonable verification by the DIP Arranger and the Majority DIP Lenders.

5. This Loan Request is irrevocable.

6. This Loan Request shall be governed by and construed in accordance with the law of the State of New York and, to the extent applicable, the Bankruptcy Code.

Very truly yours,

AIR BALTIC CORPORATION AS, as Borrower

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT D
FORM OF PROMISSORY NOTE

PROMISSORY NOTE

THIS NOTE HAS NOT BEEN REGISTERED UNDER
THE SECURITIES ACT OF 1933, AS AMENDED,
AND MAY NOT BE TRANSFERRED, SOLD OR OTHERWISE
DISPOSED OF EXCEPT WHILE SUCH A REGISTRATION IS IN
EFFECT OR PURSUANT TO AN EXEMPTION FROM
REGISTRATION UNDER SAID ACT

THIS NOTE IS SUBJECT TO CERTAIN ADDITIONAL
RESTRICTIONS ON TRANSFER SET FORTH IN
SECTION 11.02 OF THE LOAN AGREEMENT
REFERRED TO BELOW.

No. ____

[New York, New York]

_____, 20__

€ _____

FOR VALUE RECEIVED, the undersigned, Air Baltic Corporation AS, a stock company (akciju sabiedrība) incorporated under the laws of the Republic of Latvia (the “Borrower”), hereby unconditionally promises to pay to [•] (the “DIP Lender”) in Euros and in immediately available funds, the principal amount of [•] Euros (€[•]), or, if less, the unpaid principal amount of this Note. The principal amount of this Note (including, for the avoidance of doubt, all capitalized amounts that are payable in kind pursuant to the Loan Agreement), and all Fees and other amounts due in connection with the Loan Agreement payable on the Maturity Date shall be paid in full on the Maturity Date in Euros. The Borrower promises to pay interest on the unpaid principal amount hereof from the date hereof at such interest rate and payable at such times as specified in the Loan Agreement referred to below. The Borrower also promises to pay all other Fees and other amounts payable at the times specified in the Loan Agreement referred to below.

This Note (a) is a Promissory Note referred to in the Super-Priority Debtor-In-Possession Term Loan Agreement, dated as of [•], 2026, among the Borrower, Air Baltic Training, SIA and Baltijas Kravu Centrs SIA, as Guarantors, Barclays Bank Ireland PLC, as Fronting Lender, each of the several financial institutions or entities from time to time party thereto as a DIP Lender, Strategic Value Partners, LLC, as DIP Arranger, GLAS USA LLC, as DIP Administrative Agent and GLAS Americas LLC, as DIP Collateral Agent (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”), (b) is subject to the provisions of the Loan Agreement and (c) is subject to optional and mandatory prepayment in whole or in part as provided in the Loan Agreement. This Note is secured as provided in the DIP Loan Documents. Reference is hereby made to the DIP Loan Documents for a description of the properties and

assets in which a security interest has been granted, the nature and extent of the security provided, the terms and conditions upon which the security interests were granted and the rights of the holder of this Note in respect thereof.

Upon the occurrence of any one or more of the Events of Default, all amounts then remaining unpaid on this Note may be declared to be, or under certain circumstances shall become, immediately due and payable, all as provided in the Loan Agreement.

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

Each holder hereof, by its acceptance of this Note, agrees to be bound by and to observe the provisions of the Loan Agreement and the other DIP Loan Documents applicable to the DIP Lender.

The DIP Lender may not sell, assign, pledge or otherwise transfer all or any portion of this Note or any interest in this Note including any participation in this Note except in accordance with the provisions of the Loan Agreement.

This Note 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.

AIR BALTIC CORPORATION AS

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SCHEDULE 1.1(b)
MILESTONES

Each of the Debtors shall comply with the following deadlines (each of which may be extended as set forth further below or with the prior written consent of the Majority DIP Lenders (which consent may be confirmed via email by counsel on behalf of the Majority DIP Lenders) without further order of the Bankruptcy Court) (collectively, the Tranche 1 Milestones, the Tranche 2 Milestones, the Tranche 3 Milestones and the General Milestones, are referred to herein as the “Milestones”):

- (a) Each of the following shall be a Milestone as a Condition Precedent to Tranche 1 Closing (the “Tranche 1 Milestones”):
 - (i) the Petition Date for each of the Debtors shall occur by no later than September 14, 2026; and
 - (ii) the Bankruptcy Court shall have entered the Interim Order no later than five (5) days after the Petition Date, which Interim Order includes provisions approving, *inter alia*, the transfer of all Collateral Aircraft to the Borrower, all first priority liens granted under the DIP Loan Documents (or, with respect to the Junior Lien Collateral, a second lien priority position) for the DIP Agents and the DIP Lenders provided for under Section 3.01, the definition of “DIP Collateral” hereunder and the corresponding portions of the DIP Loan Documents (other than the liens provided for under Section 3.01(a)(iii) and the corresponding portions of the DIP Loan Documents) and the transactions required to effect paying off the current indebtedness secured by the Collateral Aircraft.
- (b) In addition to each of the Tranche 1 Milestones remaining satisfied and in effect, each of the following shall be a Milestone as a Condition Precedent to Tranche 2 Closing (the “Tranche 2 Milestones”):
 - (i) the Bankruptcy Court shall have entered the Final Order no later than thirty-five (35) days after the Petition Date, which Final Order includes provisions approving, *inter alia*, the first priority liens granted hereunder (or, with respect to the Junior Lien Collateral, a second lien priority position) for the DIP Agents and the DIP Lenders including, without limitation, all liens provided for under Section 3.01(a)(iii) and the corresponding portions of the DIP Loan Documents;
 - (ii) filing a rejection motion for the Debtors’ aircraft leases that is consistent with fleet right-sizing and lease terms for remaining fleet consistent with the Debtors’ restructuring plan (the “Restructuring Plan”) by no later than fifty-nine (59) days after the Petition Date;
 - (iii) delivery of a business plan of the Debtors that is reasonably acceptable to the Majority DIP Lenders and the DIP Arranger (such business plan, the “Business Plan”) that: (A) is not inconsistent with the Milestones, including the timeline for

satisfaction thereof, (B) incorporates a performance improvement plan for the Debtors that is reasonably acceptable to the Majority DIP Lenders and the DIP Arranger (a “PIP”) and (C) provides for a leverage profile that in the reasonable opinion of the Majority DIP Lenders and the DIP Arranger reasonably supports the Tranche 1 DIP Loan and Tranche 2 DIP Loan levels (based upon industry comparisons and other reasonable criteria selected by the Majority DIP Lenders and the DIP Arranger) by no later than sixty (60) days after the Petition Date;

- (iv) the execution of non-disclosure agreements with synergies sized for, and initial commercial terms provided to, at least two potential equity providers no later than eighty (80) days following the Petition Date;
- (v) reasonable confirmation that the DIP Collateral granted to secure the DIP Loans is respected and enforceable in applicable jurisdictions (based upon the location of such assets);
- (vi) the entry into one or more binding term sheets with the Debtors’ aircraft lessors providing for, among other things, fleet right-sizing and revised leasing terms for 75% of the fleet consistent with the Restructuring Plan and the Business Plan and are otherwise in form and substance reasonably acceptable to the Majority DIP Lenders and the DIP Arranger by no later than one hundred (100) days after the Petition Date;
- (vii) execution of a binding term sheet with Pratt & Whitney in form and substance reasonably acceptable to the Majority DIP Lenders and the DIP Arranger that is consistent with the Business Plan by no later than one hundred (100) days after the Petition Date;
- (viii) execution of a binding term sheet with Airbus in form and substance reasonably acceptable to the Majority DIP Lenders and the DIP Arranger that is consistent with the Business Plan by no later than one hundred (100) days after the Petition Date;
- (ix) execution of a binding term sheet with Lufthansa in form and substance reasonably acceptable to the Majority DIP Lenders and the DIP Arranger that is consistent with the Business Plan by no later than one hundred (100) days after the Petition Date;
- (x) delivery of PIP to the DIP Lenders by no later than one hundred (100) days after the Petition Date;
- (xi) the Debtors shall file a chapter 11 plan (a “Plan”) and a disclosure statement for the Plan (a “Disclosure Statement”) that provides for (a) a reorganization that is consistent with the PIP and the Business Plan and (b) the repayment in full of the DIP Obligations on the effective date of the Plan or such other treatment reasonably acceptable to the DIP Agents (solely with respect to those provisions thereof that

affect the rights, obligations, liabilities duties or treatment of the DIP Agents), the DIP Arranger and the Majority DIP Lenders (such Plan, an “Acceptable Plan” and such Disclosure Statement, an “Acceptable Disclosure Statement”; the Acceptable Disclosure Statement, together with an Acceptable Plan, is hereinafter collectively referred to as an “Acceptable Plan and Disclosure Statement”), in each case, by no later than one hundred (100) days after the Petition Date;

(xii) the Debtors shall have filed a motion for approval of the Acceptable Disclosure Statement by no later than one hundred twenty (120) days after the Petition Date;

(xiii) the Debtors shall have received an executed, binding equity commitment term sheet or similar agreement from the government of Latvia and/or one or more strategic investors or plan sponsors in an aggregate amount required under the Business Plan or otherwise, which is reasonably satisfactory to the Majority DIP Lenders and the DIP Arranger in their reasonable discretion (including, to the extent any portion thereof is from the government of Latvia or other European governmental or other entity subject to EU regulations, such being in compliance with any EU Rescue and Restructuring Air Regime and/or other EU regulations), by no later than one hundred twenty (120) days after the Petition Date (the “Equity Commitments”) and which shall:

- a. combined with the Binding Exit Commitments (as defined herein), be in an amount (i) in excess of the amounts needed for the Debtors to meet their Business Plan, (ii) sufficient to pay-off and satisfy all DIP Obligations and (iii) otherwise be in excess of the amount needed to satisfy and repay all DIP Obligations in full;
- b. to the extent of such DIP Obligations, (i) not be subject to any contingencies and (ii) be pledged to the DIP Collateral Agent for the benefit of the DIP Arranger and the DIP Lenders to secure the DIP Obligations, with the DIP Collateral Agent, the DIP Arranger and the DIP Lenders being express third party beneficiaries of such Equity Commitments (which pledge includes the exclusive right (until the DIP Obligations are fully satisfied) to bring and control (subject to commercial reasonableness standards) the suit or other actions for breach thereof against the providers of such Equity Commitments and be entitled to the resulting damage claims and the proceeds thereof as collateral security for the DIP Obligations);
- c. not be assignable to any other parties (other than the original financiers); and
- d. be valid, binding and enforceable under the applicable law of documentation governing such Exit Commitments.

(xiv) commitment from the government of Latvia to support the Acceptable Plan by no later than one hundred twenty (120) days after the Petition Date;

- (xv) execution and receipt of a binding term sheet(s) or other agreement(s) for committed exit financing from the government of Latvia and/or other exit financier(s) and/or plan sponsor(s) with creditworthiness and financial wherewithal and other characteristics reasonably acceptable to the Majority DIP Lenders and the DIP Arranger by no later than one hundred twenty (120) days after the Petition Date, which commitments shall be reasonably satisfactory to the Majority DIP Lenders and the DIP Arranger in their reasonable discretion (including, to the extent any portion thereof is from the government of Latvia or other European governmental or other entity subject to EU regulations, such being in compliance with any EU Rescue and Restructuring Air Regime and/or other EU regulations) (the “Binding Exit Commitments”, and along with the Equity Commitments, the “Exit Commitments”), and which Binding Exit Commitments shall:
- a. combined with the Equity Commitments, be in an amount (i) in excess of the amounts needed for the Debtors to meet their Business Plan, (ii) sufficient to pay-off and satisfy all DIP Obligations and (iii) otherwise be in excess of the amount needed to satisfy and repay all DIP Obligations in full;
 - b. to the extent of such DIP Obligations, (i) not be subject to any contingencies and (ii) be pledged to the DIP Collateral Agent for the benefit of the DIP Arranger and the DIP Lenders to secure the DIP Obligations, with the DIP Collateral Agent, the DIP Arranger and the DIP Lenders being express third party beneficiaries of such Binding Exit Commitments (which pledge includes the exclusive right (until the DIP Obligations are fully satisfied) to bring and control (subject to commercial reasonableness standards) the suit or other actions for breach thereof against the providers of such Binding Exit Commitments and be entitled to the resulting damage claims and the proceeds thereof as collateral security for the DIP Obligations);
 - c. with respect to clauses (a) and (b) above and (a) and (b) in clause (xiii), be approved under the terms of the Final Order (or such other order of the Bankruptcy Court that is in form and substance reasonably acceptable to the Majority DIP Lenders, with the Bankruptcy Court retaining jurisdiction over such terms and the enforcement thereof) to enable the DIP Agents, the DIP Arranger and the DIP Lenders to enforce such Exit Commitments (to the extent of the DIP Obligations) and effect the associated irrevocable and indefeasible payoff of all DIP Obligations, upon five (5) Business Days’ written notice to the Debtors;
 - d. not be assignable to any other parties (other than the original financiers); and
 - e. be valid, binding and enforceable under the applicable law of

documentation governing such Exit Commitments.

- (xvi) the Borrower shall have assumed the wet leasing agreements with Lufthansa within 30 days of the Petition Date, it being understood and agreed that Lufthansa shall have a consultation right with respect to any extension of this Milestone; and
 - (xvii) to the extent that the closing of the Tranche 2 DIP Loans occurs after any of the dates fixed for the Tranche 3 Milestones and/or General Milestones are required to occur, such Tranche 3 Milestones and/or General Milestones.
- (c) In addition to each of the Tranche 1 Milestones and Tranche 2 Milestones remaining satisfied and in effect, each of the following shall be a Milestone as a Condition Precedent to Tranche 3 Closing (the “Tranche 3 Milestones”):
- (i) to the extent that additional documentation (other than the binding term sheets) is necessary to consummate the fleet right-sizing and revised lease terms contemplated by the Restructuring Plan, the entry into such definitive documentation by no later than one hundred forty (140) days after the Petition Date;
 - (ii) the Acceptable Disclosure Statement shall be approved by the Bankruptcy Court by the date that is no later than one hundred sixty (160) days after the Petition Date; and
 - (iii) to the extent that the closing of the Tranche 3 DIP Loans occurs after any of the dates fixed for the General Milestones are required to occur, such General Milestones.
- (d) In addition to each of the Tranche 1 Milestones, Tranche 2 Milestones and Tranche 3 Milestones, the following case Milestones (which Milestones are not tied to a specific tranche of funding under the DIP Facility), each of the following shall be a Milestone for the Debtors (the “General Milestones”):
- (i) the Bankruptcy Court shall have entered an order confirming the Acceptable Plan by the date that is no later than two hundred ten (210) days after the Petition Date; and
 - (ii) the effective date of the Acceptable Plan (the “Effective Date”) shall have occurred by the date that is no later than the earlier of (i) nine (9) months after the Petition Date and (ii) two hundred fifty (250) days after the Interim Closing Date.

Compliance of each of the Milestones shall be determined by the Majority DIP Lenders and the DIP Arranger in their sole reasonable determinations. Additionally, the Majority DIP Lenders and the DIP Arranger can elect, in its sole and absolute discretion, to extend one or more

(or all) of the Milestones as set forth in a notice from the Majority DIP Lenders and the DIP Arranger to the Debtors.

SCHEDULE 1.1(c)
PERMITTED LIENS

SCHEDULE 1.1(d)
LETTERS OF CREDIT

SCHEDULE 1.1(e)
PRE-PETITION INDEBTEDNESS

SCHEDULE 4.06
SUBSIDIARIES

SCHEDULE 4.16
TAXES

SCHEDULE 6.08
POST CLOSING OBLIGATIONS

[To include entry into and filing of the Latvian law commercial pledge for the Collateral Aircraft and Collateral Engine and Latvian filings]

[To cover IR filings, IDERA registration, etc.]

SCHEDULE 7.02
AFFILIATE TRANSACTIONS

SCHEDULE 7.11
INVESTMENTS