

SECURITIES PURCHASE AGREEMENT

by and between

THE UNITED STATES DEPARTMENT OF THE TREASURY

and

THE PURCHASER IDENTIFIED ON SCHEDULE A

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (as amended, supplemented, or otherwise modified from time to time, this “Purchase Agreement”) is dated as of the date of its execution by both parties hereto, and is entered into by and between the United States Department of the Treasury (the “Seller”) and the Purchaser identified on Schedule A hereto (the “Purchaser”).

WHEREAS, the Seller owns the warrants to purchase shares of common stock listed on Schedule A hereto (the “Warrants”) issued by the issuer identified on Schedule A hereto (the “Issuer”), which the Issuer issued to the Seller in connection with the Payroll Support Program established under Division A, Title IV, Subtitle B of the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act, the Payroll Support Program Extension established under Division N, Title IV, Subtitle A of the Consolidated Appropriations Act, 2021, the Payroll Support Program 3 established under Title VII, Subtitle C of the American Rescue Plan Act of 2021, and the Airline Loan Program established under Division A, Title IV, Subtitle A of the CARES Act;

WHEREAS, the Purchaser previously entered into the Auction Participation Agreement between the Seller and the Purchaser (the “Participation Agreement”) as a condition of participating in the auction for the Warrants, which was held on the date identified on Schedule A hereto (the “Auction”);

WHEREAS, the Purchaser was the Winning Bidder (as defined in the Auction Procedures attached hereto as Annex A, which form part of and are incorporated into this Purchase Agreement) of the lot in the Auction for the Warrants and, as such, is now obligated to enter into this Purchase Agreement to purchase the Warrants from the Seller, subject to the terms and conditions contained in this Purchase Agreement (the “Transaction”); and

WHEREAS, the Purchase Price (as defined below) payable by the Purchaser for the Warrants is equal to the amount of the Purchaser’s Winning Bid (as defined in the Auction Procedures) in the Auction.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, and covenants, and subject to the conditions, set forth herein, and intending to be legally bound hereby, each of the Purchaser and the Seller acknowledges and agrees as follows:

1. Securities Purchase. Subject to, and on the terms and conditions of, this Purchase Agreement, at the Closing, the Purchaser will purchase from the Seller, and the Seller will sell, transfer, convey, assign, and deliver to the Purchaser, the Warrants, free and clear of all liens, licenses, pledges, charges, encumbrances, adverse rights or claims, and security interests. The purchase price for the Warrants shall be the amount specified as the Purchase Price on Schedule A hereto (the “Purchase Price”), which is the amount of the Winning Bid in the Auction.

2. Closing. The closing of the Transaction (the “Closing”) shall occur on the date specified as the Closing Date on Schedule A hereto (the “Closing Date”), subject to the satisfaction of the conditions set forth in Section 3 of this Purchase Agreement, and any extension of the Closing Date pursuant to Section 6 hereof. On the Closing Date, (i) the Purchaser shall deliver the Purchase Price by wire transfer of United States dollars in immediately available funds to the

account(s) specified by the Seller on Schedule A hereto, and (ii) the Seller shall transfer the Warrants, or shall cause the Warrants to be transferred, to the Purchaser by delivering certificates representing the Warrants not bearing restrictive legends and endorsed by the Seller to the Purchaser in the name designated by the Purchaser; provided that if the Purchaser is the Issuer, this clause (ii) will be satisfied by the surrender of the certificates representing the Warrants to the Issuer.

3. Closing Conditions.

(a) The obligation of the parties hereto to consummate the Transaction is subject to the condition that no judgment, injunction, order, or decree of any United States or other governmental, regulatory, or judicial authority shall enjoin or prohibit the sale or transfer of the Warrants to the Purchaser.

(b) The Seller's obligation to consummate the Transaction is subject to the condition that the representations and warranties made by the Purchaser in this Purchase Agreement shall be true and correct as of the Closing Date.

4. Further Assurances. The Purchaser agrees and covenants that at any time and from time to time it will execute and deliver to the Seller such further instruments and documents and take such further action as the Seller may reasonably request in order to carry out the full intent and purpose of this Purchase Agreement and to comply with state or federal securities laws or other regulatory requirements.

5. Purchaser Representations and Warranties. The Purchaser represents and warrants to the Seller, as of the date the Purchaser executes this Purchase Agreement and as of the Closing Date, that (except that if the Purchaser of the Warrants is the Issuer, the Purchaser is deemed not to make the representations and warranties in Sections 5(c), (e), (f), (g), (m), (n), (o), (r), (t), (u), and (v)).

(a) The Purchaser is one of (i) the Issuer of the Warrants; (ii) a “qualified institutional buyer” (as defined in Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”)); or (iii) an Institutional Accredited Investor. For purposes of this Purchase Agreement, “Institutional Accredited Investor” means an entity that is (x) an “accredited investor” within the meaning of Rule 501(a)(1), (2), (3), or (7) under the Securities Act or (y) an entity in which all of the equity holders are accredited investors within the meaning of Rule 501(a) (1), (2), (3), or (7) under the Securities Act.

(b) The Purchaser is acquiring the Warrants only for its own account and not for the account of others or with a view or intent to resell such Warrants or make a distribution in such Warrants in violation of the Securities Act or any other applicable securities law or regulation.

(c) The Purchaser acknowledges and agrees that the Warrants are being resold pursuant to Rule 144 under the Securities Act.

(d) Except as explicitly set forth in this Purchase Agreement or in the Participation Agreement, there have been no representations, warranties, covenants, or agreements made to the Purchaser by or on behalf of the Seller, the Issuer, the Financial Advisors (as defined below), any of their respective affiliates, or any control persons, officers, directors, employees,

U.S. DEPARTMENT OF THE TREASURY – FORM OF SECURITIES PURCHASE AGREEMENT
UPDATED 5.23.2024*

agents, or representatives of any of the foregoing, or any other person or entity, expressly or by implication, related to the Warrants.

(e) The Purchaser has received such information as the Purchaser deems necessary in order to make an investment decision with respect to the Warrants. Without limiting the generality of the foregoing, the Purchaser acknowledges that it has had the opportunity to conduct its own diligence of the Issuer, including reviewing all of the Issuer’s publicly available filings with the U.S. Securities and Exchange Commission, and evaluated the merits and risks of investing in the Warrants. The Purchaser acknowledges and agrees that the Purchaser and the Purchaser’s professional advisors, if any, have had the full opportunity to obtain such information as the Purchaser and such Purchaser’s professional advisors, if any, have deemed necessary to make an investment decision with respect to the Warrants.

(f) The Purchaser is aware that there are substantial risks incident to the purchase and ownership of the Warrants. The Purchaser has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Warrants, and the Purchaser has sought such accounting, legal, and tax advice as the Purchaser has considered necessary to make an informed investment decision. The Purchaser acknowledges that the Purchaser shall be responsible for any of the Purchaser’s tax and other liabilities that may arise as a result of the transactions contemplated by this Purchase Agreement, and that the Seller has not provided any tax advice or any other representation or guarantee regarding the tax consequences of the transactions contemplated by this Purchase Agreement.

(g) Alone, or together with any professional advisors, the Purchaser has adequately analyzed and fully considered the risks of an investment in the Warrants and determined that the Warrants are a suitable investment for the Purchaser and that the Purchaser is able at this time and in the foreseeable future to bear the economic risk of a total loss of the Purchase Price.

(h) In making its decision to purchase the Warrants, the Purchaser has relied solely upon its own independent investigation. Without limiting the generality of the foregoing, (x) the Purchaser has not relied on any statements or other information provided by or on behalf of the Seller concerning the Issuer, and (y) the Purchaser has not relied on any statements or other information provided by or on behalf of Houlihan Lokey Capital, Inc. (“Houlihan Lokey”) or Loop Capital Financial Consulting Services, LLC (“Loop Capital,” and with Houlihan Lokey, the “Financial Advisors”) or any of their respective affiliates or any control persons, officers, directors, employees, agents, or representatives of any of the foregoing concerning the Seller, the Issuer, this Purchase Agreement, or the transactions contemplated hereby or thereby, the Warrants, or the offer and sale of the Warrants.

(i) The Purchaser acknowledges and agrees that no federal or state agency has passed upon or endorsed the merits of the offering of the Warrants or made any findings or determination as to the fairness of this transaction.

(j) The Purchaser has been duly formed or incorporated and is validly existing and is in good standing under the laws of its jurisdiction of formation or incorporation, with power and authority to enter into, deliver, and perform its obligations under this Purchase Agreement.

(k) The execution, delivery, and performance by the Purchaser of this Purchase Agreement are within the powers of the Purchaser, have been duly authorized and will not constitute or result in a breach or default under or conflict with any order, ruling, or regulation of any court or other tribunal or of any governmental commission or agency, or any agreement or other undertaking, to which the Purchaser is a party or by which the Purchaser is bound, and will not violate any provisions of the Purchaser's organizational documents, including, without limitation, its incorporation or formation papers, bylaws, indenture of trust, or partnership or operating agreement, as may be applicable. The signature of the Purchaser on this Purchase Agreement is genuine, and the signatory has legal competence and capacity to execute the same or the signatory has been duly authorized to execute the same, and, when executed by the Seller and the Purchaser, this Purchase Agreement shall constitute a legally valid, and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms except as may be limited or otherwise affected by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, or other laws relating to or affecting the rights of creditors generally, and (ii) principles of equity, whether considered at law or equity.

(l) Neither the Purchaser nor any of its officers, directors, managers, managing members, general partners, or any other person acting in a similar capacity or carrying out a similar function, is (i) a person named on the Specially Designated Nationals and Blocked Persons List, the Foreign Sanctions Evaders List, the Sectoral Sanctions Identification List, or any other similar list of sanctioned persons administered by the U.S. Treasury Department's Office of Foreign Assets Control, or any similar list of sanctioned persons administered by the European Union or any individual European Union member state, including the United Kingdom (collectively, "Sanctions Lists"); (ii) directly or indirectly owned or controlled by, or acting on behalf of, one or more persons on a Sanctions List; (iii) organized, incorporated, established, located, or resident in, or a citizen, national, or the government, including any political subdivision, agency, or instrumentality thereof, of, the Crimea, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, Cuba, Iran, North Korea, Syria, the Kherson oblast, and the Zaporizhzhia oblast regions of Ukraine, or any other country or territory embargoed or subject to substantial trade restrictions by the United States, the European Union or any individual European Union member state, or the United Kingdom; (iv) a Designated National as defined in the Cuban Assets Control Regulations, 31 C.F.R. Part 515; or (v) a non-U.S. shell bank or providing banking services indirectly to a non-U.S. shell bank (collectively, a "Prohibited Investor"). The Purchaser represents that if it is a financial institution subject to the Bank Secrecy Act (31 U.S.C. Section 5311 et seq.) (the "BSA"), as amended by the USA PATRIOT Act of 2001 (the "PATRIOT Act"), and its implementing regulations (collectively, the "BSA/PATRIOT Act"), and that the Purchaser maintains policies and procedures reasonably designed to comply with applicable obligations under the BSA/PATRIOT Act. The Purchaser also represents that it maintains policies and procedures reasonably designed to ensure compliance with sanctions administered by the United States, the European Union, or any individual European Union member state, or the United Kingdom, to the extent applicable to it. The Purchaser further represents that the funds held by the Purchaser and used to purchase the Warrants were legally derived and were not obtained, directly or indirectly, from a Prohibited Investor.

(m) If the Purchaser is or is acting on behalf of (i) an employee benefit plan that is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), (ii) a plan, an individual retirement account or other arrangement that is subject to

Section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”), (iii) an entity whose underlying assets are considered to include “plan assets” of any such plan, account or arrangement described in clauses (i) and (ii) (each, an “ERISA Plan”), or (iv) an employee benefit plan that is a governmental plan (as defined in Section 3(32) of ERISA), a church plan (as defined in Section 3(33) of ERISA), a non-U.S. plan (as described in Section 4(b)(4) of ERISA) or other plan that is not subject to the foregoing clauses (i), (ii) or (iii) but may be subject to provisions under any other federal, state, local, non-U.S. or other laws or regulations that are similar to such provisions of ERISA or the Code (collectively, “Similar Laws,” and together with ERISA Plans, “Plans”), the Purchaser represents and warrants that (A) neither the Seller nor any of its affiliates has provided investment advice or has otherwise acted as the Plan’s fiduciary, with respect to its decision to acquire and hold the Warrants, and shall not at any time be the Plan’s fiduciary with respect to any decision in connection with the Purchaser’s investment in the Warrants; and (B) its purchase of the Warrants will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or any applicable Similar Law.

(n) The Purchaser is not a foreign person (as defined in 31 C.F.R. 800.224) in which the national or subnational governments of a single foreign state have a substantial interest (as defined in 31 C.F.R. 800.244) and which governments will acquire a substantial interest in the Issuer as a result of the purchase, sale, or exercise of the Warrants pursuant to this Purchase Agreement such that a declaration to the Committee on Foreign Investment in the United States would be mandatory under 31 C.F.R. 800.401 if the Issuer were a TID U.S. Business (as defined in 31 C.F.R. 800.248), and no foreign person will have control (as defined in 31 C.F.R. 800.208) over the Issuer from and after the Closing as a result of the purchase, sale, or exercise of the Warrants sold by the Seller pursuant to this Purchase Agreement.

(o) The Purchaser acknowledges and agrees that (i) it is aware of the restrictions under the Federal Aviation Act, applicable regulations thereunder, and the charter and bylaws of certain of the Issuers on control and ownership of airlines by persons who are not “citizens of the United States” as defined in 49 U.S.C. § 40102(a)(15) of the Federal Aviation Act (collectively, the “Ownership Restrictions”), (ii) its purchase of the Warrants is in compliance with such Ownership Restrictions, and (iii) it will comply with any and all registration and other requirements related to the Ownership Restrictions imposed by the Issuer in connection with the transfer of the Warrants hereunder.

(p) The Purchaser acknowledges and agrees that no disclosure or offering document has been prepared by the Seller or the Financial Advisors or any of their respective affiliates in connection with the transactions contemplated by this Purchase Agreement.

(q) In connection with the purchase of the Warrants, neither the Financial Advisors nor any of their respective affiliates have acted as the Purchaser’s financial advisor or fiduciary.

(r) The Purchaser acknowledges that the Seller does not intend to, and will not, assign to the Purchaser the rights set forth in Section 4.5 of the applicable Warrant Agreement governing each series of the Warrants (each, a “Warrant Agreement”) pursuant to Section 4.5(h) of each such Warrant Agreement in connection with the sale of the Warrants, and further acknowledges that following its purchase of the Warrants the Purchaser will not be entitled to any

U.S. DEPARTMENT OF THE TREASURY – FORM OF SECURITIES PURCHASE AGREEMENT
UPDATED 5.23.2024*

of the rights or privileges, or be subject to the obligations, set forth in Section 4.5 of the applicable Warrant Agreement.

(s) The Purchaser agrees that it has not engaged in any collusion or fraud of any kind with respect to its participation in the Auction, in making its bid, or otherwise in connection with the consummation of the Transaction.

(t) The Purchaser acknowledges and agrees that (A)(i) none of the Issuer, the Seller, nor any person acting on the Issuer's or the Seller's behalf has provided the Purchaser or its agents, representatives or counsel with any information that constitutes material non-public information relating to the Issuer, the Warrants or the underlying common stock of the Issuer, and (ii) to the Purchaser's knowledge, neither the Purchaser nor any person acting on its behalf possesses any material non-public information relating to the Issuer, the Warrants, or the underlying common stock of the Issuer or (B)(i) the Purchaser has implemented policies and procedures, taking into consideration the nature of its business, reasonably designed to ensure that individuals making investment decisions related to the Transaction (such individuals, the "Relevant Purchaser Personnel") do not have access to any material non-public information relating to the Issuer, the Warrants, or the underlying common stock of the Issuer and (ii) none of the Issuer, the Seller, nor any person acting on the Issuer's or the Seller's behalf has provided the Relevant Purchaser Personnel with any information that constitutes material non-public information relating to the Issuer, the Warrants, or the underlying common stock of the Issuer.

(u) On the date hereof and for the three months preceding the date hereof the Purchaser has not been, and as of the Closing Date the Purchaser will not be, in each case, an affiliate (as such term is defined in Rule 144 under the Securities Act) of the Issuer.

(v) The Purchaser acknowledges and agrees that the purchase and sale of the Warrants is not part of a plan or scheme to evade the registration requirements of the Securities Act.

(w) The Purchaser and its undersigned authorized representative each acknowledges that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in connection with this Purchase Agreement may result in administrative remedies as well as civil and/or criminal penalties. Pursuant to the False Claims Act (31 U.S.C. 3729 et seq.), such penalties may include a civil penalty amount for each false claim, in addition to treble any amount of the damages incurred by the Seller or any other agency of the United States government.

6. Termination. This Purchase Agreement shall terminate and be void and of no further force and effect, and all rights and obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the earliest to occur of (a) the mutual written agreement of each of the parties hereto to terminate this Purchase Agreement on or prior to the Closing Date, (b) the Closing Date, if the conditions to the Closing set forth in Section 3 of this Purchase Agreement are not satisfied on, or are not capable of being satisfied on or prior to, the Closing Date and, as a result thereof, the Transaction will not be or is not consummated on the Closing Date, or (c) the Purchase Price shall not have been received by the Seller on the Closing Date; provided (i) that with respect to clauses (b) and (c), the Closing

Date may be changed to a new Closing Date at the Seller's election in its sole discretion and such new Closing Date may be changed as deemed appropriate by the Seller in order to consummate the Transaction; and (ii) that nothing herein will relieve any party from liability for any breach hereof prior to the time of termination, and each party will be entitled to any available remedies at law or in equity to recover losses, liabilities, or damages arising from any such breach, including, without limitation, for the Purchaser revoking or not honoring its irrevocable Winning Bid in the Auction. For the avoidance of doubt, in addition to any other damages to which the Seller may be entitled in the event of the termination of this Purchase Agreement, the Purchaser will be obligated to pay the Purchase Price to the Seller unless this Purchase Agreement is terminated as a result of a breach by the Seller, or the Purchase Price is paid by another Qualified Bidder (as such term is defined in the Auction Procedures) or another purchaser of the Warrants.

7. Miscellaneous.

(a) Neither this Purchase Agreement nor any rights or obligations that may accrue to the Purchaser hereunder (other than the Warrants acquired hereunder, if any) may be transferred or assigned by the Purchaser.

(b) If the Purchaser is not also the Issuer, the Seller may request from the Purchaser such additional information as the Seller may deem necessary to evaluate the eligibility of the Purchaser to acquire the Warrants. If the Purchaser does not timely provide such information as the Seller may request, the Seller may determine that the Purchaser is not eligible to acquire the Warrants.

(c) If the Purchaser is not also the Issuer, the Issuer may request from the Purchaser such additional information as the Issuer may deem necessary in connection with the transfer of the Warrants to the Purchaser free of restrictive legends and the Purchaser shall provide the Issuer such information as may reasonably be requested.

(d) The Purchaser acknowledges that (i) the Seller, (ii) if the Purchaser is not also the Issuer, the Issuer (as a third-party beneficiary with the right to enforce Section 5(a), Section 5(b), Section 5(d), Section 5(j), Section 5(n), Section 5(o), Section 5(r), Section 5(t), Section 5(u), Section 5(v), and Section 7(c) hereof on its own behalf and not, for the avoidance of doubt, on behalf of the Seller), and (iii) the Financial Advisors (as third-party beneficiaries with the right to enforce Section 4, Section 5, Section 7, and Section 8 hereof on their own behalf and not, for the avoidance of doubt, on behalf of the Seller) will rely on the acknowledgments, understandings, agreements, representations, and warranties of the Purchaser contained in this Purchase Agreement. Prior to the Closing, the Purchaser agrees to promptly notify the Seller and the Financial Advisors if any of the acknowledgments, understandings, agreements, representations, or warranties of the Purchaser set forth herein are no longer accurate.

(e) All of the representations and warranties contained in this Purchase Agreement shall survive the Closing. All of the covenants and agreements herein made by each party hereto shall survive the Closing.

(f) This Purchase Agreement may not be modified, waived, or terminated (other than pursuant to the terms of Section 6 above) except by an instrument in writing, signed by each of the parties hereto, and if any such modification or waiver relates to Sections 7(c) or 7(d),

the Issuer. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereto and third-party beneficiaries hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have hereunder.

(g) This Purchase Agreement (including the schedules and annexes hereto), together with the Participation Agreement, constitutes the entire agreement, and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between the parties, with respect to the subject matter hereof. Except as set forth in Section 7(c) and Section 7(d) with respect to the persons referenced therein, this Purchase Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and assigns.

(h) Except as otherwise provided herein, this Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, executors, administrators, successors, legal representatives, and permitted assigns, and the agreements, representations, warranties, covenants, and acknowledgments contained herein shall be deemed to be made by, and be binding upon, such heirs, executors, administrators, successors, legal representatives, and permitted assigns.

(i) If any provision of this Purchase Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions of this Purchase Agreement shall not in any way be affected or impaired thereby and shall continue in full force and effect.

(j) This Purchase Agreement may be executed in one or more counterparts (including by e-mail or in pdf), with the same effect as if all parties hereto had signed the same document. All counterparts so executed and delivered shall be construed together and shall constitute one and the same agreement.

(k) THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE UNITED STATES DISTRICT COURT OF THE DISTRICT OF COLUMBIA AND THE UNITED STATES COURT OF FEDERAL CLAIMS FOR ANY CIVIL ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT, THE DOCUMENTS REFERRED TO IN THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

(l) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS

PURCHASE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS PURCHASE AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) 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; (II) SUCH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THE FOREGOING WAIVER; (III) SUCH PARTY MAKES THE FOREGOING WAIVER VOLUNTARILY; AND (IV) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS PURCHASE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATIONS IN THIS SECTION 7(I).

8. Non-Reliance and Exculpation. The Purchaser acknowledges that it is not relying upon, and has not relied upon, any statement, representation or warranty made by any person, firm or corporation (including, without limitation, any Financial Advisors, any of their respective affiliates or any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing), other than any statements, representations, and warranties of the Seller expressly contained in this Purchase Agreement, in making its investment or decision to purchase the Warrants. The Purchaser acknowledges and agrees that neither the Seller nor any Financial Advisors, their respective affiliates, or any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing, nor any other party to this Purchase Agreement shall be liable to the Purchaser in connection with the purchase of the Warrants, the Auction, the negotiation hereof, or thereof or the subject matter hereof or thereof, or the transactions contemplated hereby or thereby, or for any action heretofore or hereafter taken or omitted to be taken by any of them in connection with the purchase of the Warrants.

9. Notices. All notices and other communications between the parties shall be in writing and shall be deemed to have been duly given (i) when delivered in person, or (ii) when delivered by e-mail (in the case of this clause (ii), solely if receipt is confirmed, but excluding any automated reply, such as an out-of-office notification), addressed as follows:

If to the Purchaser, to the address provided by the Purchaser on Schedule A hereto.

If to the Seller, to:

U.S. Department of the Treasury
1500 Pennsylvania Avenue, NW Room 2308
Washington, D.C. 20220
Attention: Assistant General Counsel (Banking and Finance)
E-mail: Eric.Froman@Treasury.gov

with copies to (which shall not constitute notice), to:

Arnold & Porter Kaye Scholer LLP
250 West 55th Street
New York, New York 10019
Attention: Christopher Peterson

U.S. DEPARTMENT OF THE TREASURY – FORM OF SECURITIES PURCHASE AGREEMENT
UPDATED 5.23.2024*

E-mail: Christopher.Peterson@arnoldporter.com

or to such other address or addresses as the parties may from time to time designate in writing.
Copies delivered solely to outside counsel shall not constitute notice.

[SIGNATURE PAGES FOLLOW]

U.S. DEPARTMENT OF THE TREASURY – FORM OF SECURITIES PURCHASE AGREEMENT
UPDATED 5.23.2024*

IN WITNESS WHEREOF, the Purchaser has executed or caused this Purchase Agreement to be executed by its duly authorized representative as of the date set forth below.

Purchaser: _____

By: _____

Name: _____

Title: _____

Date: _____, 2024

U.S. DEPARTMENT OF THE TREASURY – FORM OF SECURITIES PURCHASE AGREEMENT
UPDATED 5.23.2024*

IN WITNESS WHEREOF, the Seller has accepted this Purchase Agreement as of the date set forth below.

UNITED STATES DEPARTMENT OF THE
TREASURY

By: _____

Name: _____

Title: _____

Date: _____, 2024

ANNEX A
AUCTION PROCEDURES

SCHEDULE A

WARRANTS, PURCHASER, AND PURCHASE PRICE INFORMATION

Name of the Issuer: _____

Jurisdiction of Incorporation: _____

Warrants to purchase common stock, par value \$_____ per share, issued by the Issuer:

[TABLE OF WARRANTS WITH ISSUANCE DATE, EXERCISE PRICE, EXPIRATION DATE, NUMBER OF SHARES TO BE ADDED]

Name of Purchaser: _____

Purchaser's State/Country of Formation or Domicile: _____

Purchaser's EIN: _____

Business Address (for delivery of Warrants): Notice Address:

Street: _____ Street (if different): _____

City, State, Zip: _____ City, State, Zip: _____

Attn: _____ Attn: _____

Telephone No.: _____ E-mail address: _____

Auction Date: June __, 2024

Closing Date: June __, 2024

Purchase Price: \$ _____

Seller account and wire instructions for transfer of Purchase Price by the Purchaser:

[ACCOUNT INFORMATION TO BE PROVIDED]