

DAVIS POLK & WARDWELL LLP  
450 Lexington Avenue  
New York, New York 10017  
Tel.: (212) 450-4000  
Marshall S. Huebner  
Darren S. Klein  
Christopher S. Robertson  
Moshe Melcer

*Proposed Counsel to the Debtor and Debtor in Possession*

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

**In re:**  
  
**SPIRIT AIRLINES, INC.,**  
  
**Debtor.<sup>1</sup>**

**Chapter 11**  
  
**Case No. 24-11988 (\_\_\_)**

**APPLICATION OF DEBTOR FOR ENTRY  
OF AN ORDER (A) AUTHORIZING AND  
APPROVING THE APPOINTMENT OF EPIQ  
CORPORATE RESTRUCTURING, LLC AS CLAIMS AND  
NOTICING AGENT TO THE DEBTORS; AND (B) GRANTING RELATED RELIEF**

Spirit Airlines, Inc. (the “**Debtor**” and, together with its affiliates, collectively, the “**Debtors,**”<sup>2</sup> “**Spirit,**” or the “**Company**”), the debtor and debtor in possession in the above-

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<sup>1</sup> The last four digits of the Debtor’s employer identification number is 7023. The Debtor’s mailing address is 1731 Radiant Drive, Dania Beach, FL 33004.

<sup>2</sup> Capitalized terms used but not immediately or otherwise defined herein shall have the meanings ascribed to them elsewhere herein, in the First Day Declaration, or the Restructuring Support Agreement (including the Plan), as applicable. As further described in paragraph 9 of the First Day Declaration, the Debtor expects that its four subsidiaries—Spirit Finance Cayman 1 Ltd., Spirit Finance Cayman 2 Ltd., Spirit Loyalty Cayman Ltd., and Spirit IP Cayman Ltd.—will file their own chapter 11 petitions in the near term, at which time Spirit will request that the Court (a) jointly administer all five chapter 11 cases (collectively, the “**Chapter 11 Cases**”) and (b) extend any relief granted with respect to the First Day Pleadings (including this Motion) to such subsidiaries. Notwithstanding that as of the date hereof there is only one Spirit debtor and only one chapter 11 case, the Debtor may refer herein to all five Spirit entities as “**Debtors,**” solely for ease of reference. Accordingly, and for the avoidance of doubt, the background information herein and the bases for the relief requested herein apply to all five Spirit entities unless otherwise indicated.

captioned chapter 11 case (the “**Chapter 11 Case**”), hereby files this application (this “**Application**”) and respectfully state as follows:

**RELIEF REQUESTED**

1. By this Application, the Debtor seeks entry of an order substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”): (a) appointing Epiq Corporate Restructuring, LLC (“**Epiq**”)<sup>3</sup> as claims and noticing agent (the “**Claims and Noticing Agent**”) for the Debtors in this Chapter 11 Cases effective as of the date hereof; and (b) granting relief. In support of this Application, the Debtor submits the *Declaration of Kathryn Tran in Support of the Debtor’s Application for Entry of an Order (I) Authorizing and Approving the Appointment of Epiq Corporate Restructuring, LLC as Claims and Noticing Agent and (II) Granting Related Relief* (the “**Tran Declaration**”), attached hereto as **Exhibit B**. The Debtor submits that Epiq’s rates are competitive and reasonable given Epiq’s quality of services and expertise. The terms of Epiq’s retention are set forth in the Engagement Agreement attached hereto as **Exhibit C** (the “**Engagement Agreement**”); *provided*, that Epiq is seeking approval solely of the terms and provisions as set forth in this Application and the Proposed Order.

2. The Debtor anticipates that there will be thousands of entities to be noticed. Local Rule 5075-1(b) provides that “[i]n a case in which the number of creditors and equity security holders, in the aggregate, is 250 or more, the estate shall retain, subject to approval of this Court, a claims and noticing agent in accordance with the [Claims Agent Protocol].” In view of the number of anticipated claimants and the complexity of the Debtors’ businesses, the Debtor submits that the appointment of a claims and noticing agent is required by Local Rule 5075-1(b) and is otherwise in the best interests of both the Debtor’s estates and its creditors.

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<sup>3</sup> Epiq is the trade name of Epiq Corporate Restructuring, LLC.

3. By separate application, the Debtors will seek authorization to retain and employ Epiq as administrative advisor in these Chapter 11 Cases pursuant to section 327(a) of the Bankruptcy Code because the administration of these Chapter 11 Cases will require Epiq to perform duties outside the scope of 28 U.S.C. § 156(c).

### **JURISDICTION AND VENUE**

4. The United States Bankruptcy Court for the Southern District of New York (the “**Court**”) has jurisdiction over this Motion 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.).

5. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court in connection with this Motion. Venue of the Chapter 11 Cases and related proceedings is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The statutory and legal predicates for the relief requested herein are section 156(c) of title 28 of the United States Code, Bankruptcy Rules 9013-1(a) and 5075-1(b), and this Court’s *Protocol for the Employment of Claims and Noticing Agents Under 28 U.S.C. § 156(c)* (dated June 17, 2013) (the “**Claims Agent Protocol**”).

### **BACKGROUND**

7. On November 17, 2024 (the “**Petition Date**”), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Company remains in possession of its property and continues to operate and manage its businesses as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner, and no statutory committee has been appointed in the Chapter 11 Cases.

8. Spirit is a leading ultra low-cost carrier committed to delivering value to its guests by offering an enhanced travel experience with flexible, affordable options. Spirit employs over

21,000 direct employees and independent contractors, and serves destinations throughout the United States, Latin America, and the Caribbean with one of the youngest and most fuel-efficient fleets in the United States.

9. Spirit commenced the Chapter 11 Cases to implement a comprehensive financial restructuring that, once effectuated, will eliminate approximately \$800 million of prepetition funded debt and provide the company with \$350 million of new equity capital upon emergence. The terms of the proposed restructuring are set forth in a restructuring support agreement (the “RSA”) among Spirit and the Consenting Stakeholders—who collectively hold approximately 80% of the debt to be restructured under the Plan and over two thirds in amount of each of the Plan’s voting classes. This deleveraging and recapitalization promises to increase Spirit’s financial flexibility and fuel the Company’s ongoing initiatives to provide its Guests with enhanced travel experiences and greater value. Importantly, the transactions memorialized in the RSA contemplate that Allowed Priority Claims and General Unsecured Claims against the Debtors will be paid in full or otherwise remain unimpaired (*i.e.*, “ride through” the Chapter 11 Cases).

10. Additional information about the events leading up to the Petition Date, the RSA, and the Debtors’ businesses, affairs, capital structure, and prepetition indebtedness can be found in the First Day Declaration, which is incorporated herein by reference.<sup>4</sup>

### **EPIQ’S QUALIFICATIONS**

11. Epiq employs leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Epiq’s professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other

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<sup>4</sup> Capitalized terms used, but not defined in this Application have the meanings ascribed to them in the First Day Declaration.

administrative aspects of chapter 11 cases in matters of this size and complexity. Epiq's professionals have acted as Debtors' administrative advisor and/or official claims and noticing agent in many large bankruptcy cases in districts nationwide, including: *See, e.g., In re Credivalores – Crediservicios S.A.*, Case No. 24-10837 (DSJ) (Bankr. S.D.N.Y. May 16, 2024); *In re Andrade Gutierrez Engenharia S.A.*, Case No. 22-11425 (MG) (Bankr. S.D.N.Y. October 31, 2022); *In re Lumileds Holding B.V., et al.*, Case No. 22-11155 (LGB) (Bankr. S.D.N.Y. August 29, 2022); *In re Madison Square Boys and Girls Club, Inc.*, Case No. 22-10910 (SHL) (Bankr. S.D.N.Y. June 29, 2022); *In re The Roman Catholic Diocese of Rockville Centre, New York et al.*, Case No. 20-12345 (SCC) (Bankr. S.D.N.Y. October 1, 2020); *In re Grupo Aeromexico, S.A.B. de C.V., et al.*, Case No. 20-11563 (SCC) (Bankr. S.D.N.Y. June 30, 2020); *In re Jason Industries, et al.*, Case No. 20-22766 (RDD) (Bankr. S.D.N.Y. June 24, 2020); *In re Trident Holding Company, LLC, et al.*, Case No. 19-10384 (SHL) (Bankr. S.D.N.Y. Feb. 10, 2019); *In re Ditech Holding Corporation, et al.*, Case No. 19-10412 (JLG) (Bankr. S.D.N.Y. Feb. 11, 2019); *In re Tops Holding II Corporation, et al.*, Case No. 18-22279 (RDD) (Bankr. S.D.N.Y. Feb. 26, 2018); *In re Roust Corporation*, Case No. 16-23786 (RDD) (Bankr. S.D.N.Y. Jan. 10, 2017); *In re Atlas Resource Partners, L.P.*, Case No. 16-12149 (SHL) (Bankr. S.D.N.Y. Aug. 2, 2016); *In re China Fishery Group Ltd.*, Case No. 16-11895 (JLG) (Bankr. S.D.N.Y. May 24, 2017); *In re Nautilus Holdings Ltd.*, Case No. 14-22885 (RDD) (Bankr. S.D.N.Y. June 25, 2014); *In re LHI Liquidation Co. (f/k/a Loehmann's Holdings Inc.)*, Case No. 13-14050 (MG) (Bankr. S.D.N.Y. Dec. 17, 2013); *In re RDA Holding Co.*, Case No. 13-22233 (RDD) (Bankr. S.D.N.Y. Feb. 21, 2013); *In re HMX Acquisition Corp.*, Case No. 12-14300 (MEW) (Bankr. S.D.N.Y. Oct. 23, 2012); *In re K-V Discovery Solutions, Inc.*, Case No. 12-13346 (ALG) (Bankr. S.D.N.Y. Aug. 7, 2012); *In re Dewey*

*& LeBoeuf LLP*, Case No. 12-12321 (MG) (Bankr. S.D.N.Y. May 29, 2012); *In re Hawker Beechcraft, Inc.*, Case No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 4, 2012).<sup>5</sup>

12. Epiq will follow procedures that conform to applicable guidelines promulgated by the Clerk (as defined below) and the Judicial Conference and any procedures this Court might establish by order during these Chapter 11 Cases.

13. By appointing Epiq as the Claims and Noticing Agent in these Chapter 11 Cases, the distribution of notices and the processing of claims will be expedited, and the Office of the Clerk of the United States Bankruptcy Court for the Southern District of New York (the “**Clerk**”) will be relieved of the administrative burden of processing proofs of claims, if any. Additionally, the Debtor submits that appointing Epiq as Claims and Noticing Agent in these Chapter 11 Cases will provide the most cost-effective and efficient administrative service. The Debtors believe that based on Epiq’s experience, reputation and the reasonableness of its fees, Epiq is well qualified to serve as Claims and Noticing Agent and that such retention is in the best interests of the Debtors’ estates and their creditors.

### **SERVICES TO BE PROVIDED**

14. This Application pertains only to the work to be performed by Epiq under the Clerk’s Office’s delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 5075-1, and any work to be performed by Epiq outside of this scope is not covered by this Application or by any order granting approval hereof. Specifically, Epiq will perform the following tasks in its role as Claims and Noticing Agent, as well as all quality control relating thereto:

- (a) prepare and serve required notices and documents in these Chapter 11 Cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or this Court, including (i) notice of the

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<sup>5</sup> Because of the voluminous nature of the orders cite herein, such orders have not been attached to this Application. Copies of these orders are available upon request to the Debtor’s proposed counsel.

commencement of these Chapter 11 Cases and the initial meeting of creditors, if any, under section 341(a) of the Bankruptcy Code, (ii) notice of any claims bar date, if necessary, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement or confirmation of the Debtors' plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan, and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtors or this Court may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases;

- (b) maintain an official copy of the Debtors' schedules of assets and liabilities, schedules of current income and expenditures, schedules of executory contracts and unexpired leases, statements of financial affairs, schedules of current income and expenditures, and schedules of executory contracts and unexpired leases (collectively, the "**Schedules**"), to the extent the filing of the Schedules is necessary in these Chapter 11 Cases, listing the Debtors' known creditors and the amounts owed thereto, if the requirement to file such Schedules is not waived by this Court;
- (c) maintain (i) a list of all potential creditors, equity holders, and other parties in interest; and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rule 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; and update and make said lists available upon request by a party in interest or the Clerk;
- (d) if necessary, furnish a notice to all potential creditors of the last date for filing proofs of claim and a form for filing a proof of claim, after such notice and form are approved by this Court, and notify said potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- (e) maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (f) for *all* notices, applications, orders, or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;
- (g) process all proofs of claim received, including those received by the Clerk, check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- (h) provide an electronic interface for filing proofs of claim;

- (i) maintain the official claims register for the Debtors (collectively, the “**Claims Registers**”) on behalf of the Clerk on a case-specific website, (ii) upon the Clerk’s request, provide the Clerk with certified, duplicate unofficial Claims Registers, and (iii) specify in the Claims Registers the following information for each claim docketed: (A) the claim number assigned; (B) the date received; (C) the name and address of the claimant and agent, if applicable, who filed the claim; (D) the amount asserted; (E) the asserted classification(s) of the claim (*e.g.*, secured, unsecured, priority, etc.); (F) the applicable Debtors; and (G) any disposition of the claim ;
- (j) provide public access to the Claims Registers, including complete proofs of claim with attachments, if any, without charge;
- (k) implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- (l) record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (m) relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of Epiq, not less than weekly;
- (n) upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Registers for the Clerk’s review (upon the Clerk’s request);
- (o) monitor this Court’s docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register and any service or mailing lists, including to identify and eliminate duplicative names and addresses from such lists;
- (p) identify and correct any incomplete or incorrect addresses in any mailing or service lists;
- (q) assist in the dissemination of information to the public and respond to requests for administrative information regarding these Chapter 11 Cases as directed by the Debtors or this Court, including through the use of a case website and/or call center;
- (r) if these Chapter 11 Cases are converted to cases under chapter 7 of the Bankruptcy Code, contact the Clerk’s office within three days of notice to Epiq of entry of the order converting the cases;
- (s) thirty days prior to the close of these Chapter 11 Cases, to the extent practicable, request that the Debtors submit to this Court a proposed order dismissing Epiq as Claims and Noticing Agent and terminating its services in such capacity upon completion of its duties and responsibilities and upon the closing of these Chapter 11 Cases;

- (t) within seven days of notice to Epiq of entry of an order closing these Chapter 11 Cases, provide to this Court the final version of the Claims Registers as of the date immediately before the close of these Chapter 11 Cases; and
- (u) at the close of these Chapter 11 Cases, and after consultation with the Clerk's office, transport original documents to the Clerk's office in the proper electronic format.

**PROFESSIONAL COMPENSATION**

15. The Debtor respectfully requests that the undisputed fees and expenses incurred by Epiq in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to or order of this Court. Epiq agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtors, the United States Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors, and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from this Court.

16. As part of the overall compensation payable to Epiq under the terms of the Engagement Agreement, the Debtors have agreed to certain indemnification obligations. The Engagement Agreement provides that the Debtors will indemnify, defend and hold Epiq, its affiliates, parents and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees harmless under certain circumstances specified in the Engagement Agreement, except in circumstances resulting solely from Epiq's gross negligence or willful misconduct or as otherwise provided in the Engagement Agreement. Both the Debtors and

Epiq believe that such provisions are customary, reasonable and necessary to retain the services of a Claims and Noticing Agent in these Chapter 11 Cases.

17. Prior to the Petition Date, the Debtors provided Epiq a retainer in the amount of \$25,000. Epiq seeks to hold the retainer under the Engagement Agreement during these Chapter 11 Cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

### **DISINTERESTEDNESS**

18. Although the Debtor does not propose to employ Epiq under section 327 of the Bankruptcy Code pursuant to this Application (such retention will be sought by separate application), Epiq has nonetheless reviewed its electronic database to determine whether it has any relationships with the creditors and parties in interest provided by the Debtors, and, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Tran Declaration, Epiq has represented that it neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed.

19. Moreover, in connection with its retention as Claims and Noticing Agent, Epiq represents in the Tran Declaration, among other things, that:

- (a) Epiq is not a creditor of the Debtors;
- (b) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;
- (c) by accepting employment in these Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
- (d) in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;

- (e) Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases;
  - (f) Epiq is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
  - (g) in its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Epiq will not intentionally misrepresent any fact to any person;
  - (h) Epiq shall be under the supervision and control of the Clerk’s Office with respect to the receipt and recordation of claims and claim transfers;
  - (i) Epiq will comply with all requests of the Clerk’s Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
  - (j) none of the services provided by Epiq as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk’s Office.
20. Epiq will supplement its disclosure to this Court if any facts or circumstances are

discovered that would require such additional disclosure.

**COMPLIANCE WITH CLAIMS AND NOTICING AGENT PROTOCOL**

21. This Application complies with the Claims Agent Protocol and conforms to the standard application in use in this Court. Specifically, the Debtors have solicited and reviewed engagement proposals from at least two other Court-approved claims and noticing agents to ensure selection through a competitive process. The Debtor submits that Epiq’s rates are competitive and reasonable given Epiq’s quality of services and expertise. The terms of Epiq’s retention are set forth in the Engagement Agreement; *provided*, that to the extent there is any inconsistency between this Application, the Proposed Order, and the Engagement Agreement, the Proposed Order shall govern.

**ADEQUACY OF SECURITY PROTOCOLS**

22. Epiq protects client data and information systems through a multi-layered security defense approach, overseen by a Chief Information Security Officer and a dedicated Cyber Security team. Epiq maintains a robust information security program based on the ISO 27001

framework and implements data safeguards, including but not limited to: access controls, secure facilities, network and application security, data encryption, security logging and monitoring, risk assessments, endpoint protection, vulnerability assessments, and physical security. In addition to ISO 27001 certification, Epiq receives a Service Organization Controls (SOC 2 Type 2) Report on an annual basis. This report includes all 5 trust principles (Confidentiality, Availability, Processing Integrity, Security and Privacy). Epiq will promptly notify the Office of the United States Trustee and the Court of any data security breach.

### **BASIS FOR RELIEF**

23. Section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of bankruptcy courts, authorizes this Court to use “facilities” or “services” other than the Clerk’s Office for administration of bankruptcy cases. It states:

Any court may utilize facilities or services, either on or off the court’s premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

24. In addition, Local Rule 5075-1(a) provides:

The Court may direct, subject to the supervision of the Clerk, the use of agents either on or off the Court’s premises to file Court records, either by paper or electronic means, to issue notices, to maintain case dockets, to maintain Judges’ calendars, and to maintain and disseminate other administrative information where the costs of such facilities or services are paid for by the estate.

Local Rule 5075-1(a).

25. This Court may also rely on its general equitable powers to grant the relief requested in this Application. Section 105 of the Bankruptcy Code empowers this Court to “issue

any order, process or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

26. Local Rule 5075-1(b) requires the retention, pursuant to an order of this Court, of an approved claims and noticing agent in a case having 250 or more creditors and/or equity security holders, which is applicable to these Chapter 11 Cases.

27. Given the number of creditors and other parties in interest involved in these Chapter 11 Cases, the Debtor seeks an order appointing Epiq as the Claims and Noticing Agent in these Chapter 11 Cases effective as of the Petition Date pursuant to 28 U.S.C. § 156(c) and Local Rule 5075-1 to relieve this Court and the Clerk’s Office of administrative burdens.

28. At the Debtors’ request, Epiq has been serving in a Claims and Noticing Agent capacity since prior to the Petition Date with assurances that the Debtors would seek approval of its employment and retention effective as of the Petition Date so that Epiq may be compensated for its pre-application services in these Chapter 11 Cases. The Debtors believe that no party in interest will be prejudiced by the granting of the *nunc pro tunc* employment, as provided herein, because Epiq has provided and continues to provide valuable services to the Debtors’ estates in the interim period.

29. Courts in this jurisdiction have routinely approved *nunc pro tunc* employment for claims and noticing agents similar to that requested herein. *See, e.g., Lumileds Holding B.V., et al.* (Bankr. S.D.N.Y. Aug. 31, 2022) [Docket No. 68] (approving appointment of claims and noticing agent effective to the petition date); *In re GBG USA Inc.*, Case No. 21-11369 (Bankr. S.D.N.Y. Sept. 1, 2021) [Docket No. 154] (same); *In re Century 21 Dep’t Stores LLC*, Case No. 20-12097 (Bankr. S.D.N.Y. Sept. 14, 2020) [Docket No. 48] (same); *In re Barneys New York, Inc.*,

Case No. 19-36300 (Bankr.S.D.N.Y. Aug. 7. 2019) [Docket No. 55] (same); *In re Hollander Sleep Prods., LLC*, Case No. 19-11608 (Bankr. S.D.N.Y. May 19, 2019) [Docket No. 12] (same).

30. Based on the foregoing, the Debtor submits that they have satisfied the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. Accordingly, the Debtor respectfully requests entry of the Proposed Order, pursuant to 28 U.S.C. § 156(c) and Local Rule 5075-1, approving this Application to retain and employ Epiq as the Claims and Noticing Agent in these Chapter 11 Cases.

### **MOTION PRACTICE**

31. This Application includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their application to this Application. Accordingly, the Debtor submits that this Application satisfies Local Rule 9013-1(a).

### **NOTICE**

32. Notice of this Motion will be provided to the following parties (or their counsel) (collectively, the “**Notice Parties**”): (a) the Office of the United States Trustee for the Southern District of New York; (b) those creditors holding the 20 largest unsecured claims against the Debtor’s estate; (c) the Securities and Exchange Commission; (d) the Internal Revenue Service; (e) the United States Attorney’s Office for the Southern District of New York; (f) the state attorneys general for states in which the Debtor conducts business; (g) the Department of Transportation; (h) the Consenting Stakeholders; (i) the Prepetition Agents/Trustees; (j) the DIP Secured Parties; and (k) any other party that is identified on Spirit’s master service list,<sup>6</sup> is entitled to notice under Rule 9013-1(b) of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), or has requested notice pursuant to Bankruptcy Rule 2002. A copy of

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<sup>6</sup> Accessible by visiting <https://dm.epiq11.com/SpiritGoForward>.

this Motion and any order entered in respect thereto will also be made available on the Debtors' case information website located at [dm.epiq11.com/SpiritGoForward](http://dm.epiq11.com/SpiritGoForward). Based on the urgency of the circumstances surrounding this Motion and the nature of the relief requested herein, the Debtor respectfully submits that no other or further notice is required.

*[Remainder of page intentionally left blank.]*

**WHEREFORE**, the Debtor respectfully requests that the Court enter the Proposed Order, substantially in the forms attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: November 18, 2024  
New York, New York

DAVIS POLK & WARDWELL LLP

/s/ Darren S. Klein  
450 Lexington Avenue  
New York, NY 10017  
Tel.: (212) 450-4000  
Marshall S. Huebner  
Darren S. Klein  
Christopher S. Robertson  
Moshe Melcer

*Proposed Counsel to the Debtor and Debtor in  
Possession*

**EXHIBIT A**

**Proposed Order**

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

**In re:**

**SPIRIT AIRLINES, INC.,**

**Debtor.<sup>1</sup>**

**Chapter 11**

**Case No. 24-11988 (\_\_\_)**

**ORDER (A) AUTHORIZING AND  
APPROVING THE APPOINTMENT OF  
EPIQ CORPORATE RESTRUCTURING,  
LLC AS CLAIMS AND NOTICING AGENT TO  
THE DEBTORS AND (B) GRANTING RELATED RELIEF**

Upon the application (the “**Application**”)<sup>2</sup> of the Debtor for an order (this “**Order**”):

(a) appointing Epiq as the claims and noticing agent (the “**Claims and Noticing Agent**”) to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket, and otherwise administer the proofs of claim filed in these Chapter 11 Cases, and (iii) provide such other administrative services—as required by the Debtors—that would fall within the purview of services to be provided by the Clerk’s Office; and (b) granting related relief, all as more fully set forth in the Application; and upon the Tran Declaration submitted in support of the Application; and this Court having reviewed the Application and the First Day Declarations; and the Debtors having estimated that there are in excess of 1,000 creditors in these Chapter 11 Cases, some which may file proofs of claim, and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and this Court being authorized under 28 U.S.C. §156(c) to utilize, at the Debtors’ expense, outside

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<sup>1</sup> The last four digits of the Debtor’s employer identification number is 7023. The Debtor’s mailing address is 1731 Radiant Drive, Dania Beach, FL 33004.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and this Court being satisfied that the Claims Noticing Agent has the capability and experience to provide such services and that the Claims and Noticing Agent does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and good and sufficient notice of the Application having been given; and no other or further notice being required; and it appearing that the employment of the Claims and Noticing Agent is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012; and consideration of the Application and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b)(2); and this Court having authority to enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and a hearing having been held, if any, to consider the relief requested in the Application (the “**Hearing**”); and upon the First Day Declaration, the Tran Declaration, and the record of the Hearing; and all the proceedings before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

**ORDERED, ADJUDGED AND DECREED THAT:**

1. The Application is GRANTED as set forth herein.
2. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.

3. Notwithstanding the terms of the Engagement Letter attached to the Application, the Application is approved solely as set forth in this Order.

4. The Debtor is authorized to retain Epiq as Claims and Noticing Agent effective as of the Petition Date under the terms of the Engagement Agreement, and the Claims and Noticing Agent is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in this Chapter 11 Case, and all related tasks, all as described in the Application on a final basis (the “**Claims and Noticing Services**”).

5. Epiq shall serve as the interim custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in this Chapter 11 Case and is authorized and directed to maintain the official Claims Register for the Debtor, to provide public access to every proof of claim unless otherwise ordered by this Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk who remains the official custodian of court records under 28 U.S.C. § 156(e).

6. Epiq is authorized and directed to provide an electronic interface for filing proofs of claim—to the extent necessary—and to obtain a post office box or address for the receipt of proofs of claim.

7. Epiq is authorized to take such other action to comply with all duties set forth in the Application.

8. The Debtor is authorized to compensate Epiq in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by Epiq and the rates charged for each, and to reimburse Epiq for all reasonable and necessary expenses it may incur, upon the presentation of appropriate documentation, without the

need for Epiq to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

9. Epiq shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtor, the United States Trustee, counsel for the Debtor, counsel for any official committee monitoring the expenses of the Debtor, and any party in interest who specifically requests service of the monthly invoices.

10. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices; *provided*, that the parties may seek resolution of the matter from this Court if resolution is not achieved.

11. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Epiq under this Order shall be an administrative expense of the Debtor's estate.

12. Epiq may apply its advance to all prepetition invoices, which advance shall be replenished to the original advance amount, and thereafter, Epiq may hold its advance under the Engagement Agreement during this Chapter 11 Case as security for the payment of fees and expenses incurred under the Engagement Agreement.

13. The Debtor shall indemnify Epiq under the terms of the Engagement Agreement, as modified pursuant to this Order.

14. That any limitation of liability contained in the Engagement Agreement shall have no effect during this Chapter 11 Case.

15. All requests by Epiq for the payment of indemnification as set forth in the Engagement Agreement shall be made by means of an application to this Court and shall be subject to review by this Court to ensure that payment of such indemnity conforms to the terms of the Engagement Agreement and is reasonable under the circumstances of the litigation or settlement

in respect of which indemnity is sought; *provided*, that in no event shall Epiq be indemnified in the case for its own bad faith, breach of fiduciary duty (if any), gross negligence, or willful misconduct.

16. In the event that Epiq seeks reimbursement from the Debtor for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Epiq's own applications, both interim and final, but determined by this Court after notice and a hearing.

17. In the event Epiq is unable to provide the services set out in this Order, Epiq will immediately notify the Clerk and the Debtor's counsel and, upon approval of this Court, cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtor's counsel.

18. The Debtor may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by Epiq, but is not specifically authorized by this Order.

19. Epiq protects client data and information systems through a multi-layered security defense approach, overseen by a Chief Information Security Officer and a dedicated Cyber Security team. Epiq maintains a robust information security program based on the ISO 27001 framework and implements data safeguards, including but not limited to: access controls, secure facilities, network and application security, data encryption, security logging and monitoring, risk assessments, endpoint protection, vulnerability assessments, and physical security. In addition to ISO 27001 certification, Epiq receives a Service Organization Controls (SOC 2 Type 2) Report on an annual basis. This report includes all 5 trust principles (Confidentiality, Availability, Processing

Integrity, Security and Privacy). Epiq will promptly notify the Office of the United States Trustee and the Court of any data security breach.

20. The Debtor and Claims and Noticing Agent are authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order in accordance with the Application.

21. Epiq shall not cease providing claims processing services during this Chapter 11 Case for any reason, including nonpayment, without an order of this Court.

22. In the event of any inconsistency between the Engagement Agreement, the Application and this Order, this Order shall govern.

23. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: \_\_\_\_\_, 2024  
New York, New York

\_\_\_\_\_  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit B**

**Tran Declaration**

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

**In re:**

**SPIRIT AIRLINES, INC.,**

**Debtor.<sup>1</sup>**

**Chapter 11**

**Case No. 24-11988 (\_\_\_)**

**DECLARATION OF KATHRYN TRAN IN  
SUPPORT OF DEBTOR’S APPLICATION FOR ENTRY  
OF AN ORDER (A) AUTHORIZING AND APPROVING THE  
APPOINTMENT OF EPIQ CORPORATE RESTRUCTURING, LLC  
AS CLAIMS AND NOTICING AGENT AND (B) GRANTING RELATED RELIEF**

I, Kathryn Tran, under penalty of perjury, declare as follows:

1. I am a Consulting Director at Epiq Corporate Restructuring, LLC (“**Epiq**”), a chapter 11 administrative services firm with offices at 777 Third Avenue, 12th Floor New York, New York 10017. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.

2. This declaration (this “**Declaration**”) is made in support of the *Application of Debtor For Entry of an Order (A) Authorizing and Approving the Appointment of Epiq Corporate Restructuring, LLC as Claims and Noticing Agent to the Debtors; and (B) Granting Related Relief*, filed contemporaneously herewith (the “**Application**”).<sup>2</sup>

3. Epiq employs leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Epiq’s professionals have experience in noticing, claims administration, solicitation, balloting, and facilitating other

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<sup>1</sup> The last four digits of the Debtor’s employer identification number is 7023. The Debtor’s mailing address is 1731 Radiant Drive, Dania Beach, FL 33004.

<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to them in the Application.

administrative aspects of chapter 11 cases in matters of this size and complexity. Epiq's professionals have acted as debtors' administrative advisor and/or official claims and noticing agent in many large bankruptcy cases in districts nationwide, including: *In re Credivalores – Crediservicios S.A.*, Case No. 24-10837 (DSJ) (Bankr. S.D.N.Y. May 16, 2024); *In re Andrade Gutierrez Engenharia S.A.*, Case No. 22-11425 (MG) (Bankr. S.D.N.Y. October 31, 2022); *In re Lumileds Holding B.V., et al.*, Case No. 22-11155 (LGB) (Bankr. S.D.N.Y. August 29, 2022); *In re Madison Square Boys and Girls Club, Inc.*, Case No. 22-10910 (SHL) (Bankr. S.D.N.Y. June 29, 2022); *In re The Roman Catholic Diocese of Rockville Centre, New York et al.*, Case No. 20-12345 (SCC) (Bankr. S.D.N.Y. October 1, 2020); *In re Grupo Aeromexico, S.A.B. de C.V., et al.*, Case No. 20-11563 (SCC) (Bankr. S.D.N.Y. June 30, 2020); *In re Jason Industries, et al.*, Case No. 20-22766 (RDD) (Bankr. S.D.N.Y. June 24, 2020); *In re Trident Holding Company, LLC, et al.*, Case No. 19-10384 (SHL) (Bankr. S.D.N.Y. Feb. 10, 2019); *In re Ditech Holding Corporation, et al.*, Case No. 19-10412 (JLG) (Bankr. S.D.N.Y. Feb. 11, 2019); *In re Tops Holding II Corporation, et al.*, Case No. 18-22279 (RDD) (Bankr. S.D.N.Y. Feb. 26, 2018); *In re Roust Corporation*, Case No. 16-23786 (RDD) (Bankr. S.D.N.Y. Jan. 10, 2017); *In re Atlas Resource Partners, L.P.*, Case No. 16-12149 (SHL) (Bankr. S.D.N.Y. Aug. 2, 2016); *In re China Fishery Group Ltd.*, Case No. 16-11895 (JLG) (Bankr. S.D.N.Y. May 24, 2017); *In re Nautilus Holdings Ltd.*, Case No. 14-22885 (RDD) (Bankr. S.D.N.Y. June 25, 2014); *In re LHI Liquidation Co. (f/k/a Loehmann's Holdings Inc.)*, Case No. 13-14050 (MG) (Bankr. S.D.N.Y. Dec. 17, 2013); *In re RDA Holding Co.*, Case No. 13-22233 (RDD) (Bankr. S.D.N.Y. Feb. 21, 2013); *In re HMX Acquisition Corp.*, Case No. 12-14300 (MEW) (Bankr. S.D.N.Y. Oct. 23, 2012); *In re K-V Discovery Solutions, Inc.*, Case No. 12-13346 (ALG) (Bankr. S.D.N.Y. Aug. 7, 2012); *In re Dewey*

*& LeBoeuf LLP*, Case No. 12-12321 (MG) (Bankr. S.D.N.Y. May 29, 2012); *In re Hawker Beechcraft, Inc.*, Case No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 4, 2012).<sup>3</sup>

4. As agent and custodian of Court records pursuant to 28 U.S.C. § 156(c), Epiq will perform, at the request of the Office of the Clerk of this Court (the “**Clerk’s Office**”), the services specified in the Application and the Engagement Agreement, and, at the Debtors’ request, any related administrative, technical, and support services as specified in the Application and the Engagement Agreement. In performing such services, Epiq will charge the Debtors the rates set forth in the Engagement Agreement, which is attached as **Exhibit C** to the Application.

5. Epiq represents, among other things, the following:

- (a) Epiq is not a creditor of the Debtors;
- (b) Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Claims and Noticing Agent in these Chapter 11 Cases;
- (c) By accepting employment in these Chapter 11 Cases, Epiq waives any rights to receive compensation from the United States government in connection with these Chapter 11 Cases;
- (d) In its capacity as the Claims and Noticing Agent in these Chapter 11 Cases, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- (e) Epiq will not employ any past or present employees of the Debtors in connection with its work as the Claims and Noticing Agent in these Chapter 11 Cases;

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<sup>3</sup> Because of the voluminous nature of the orders cite herein, such orders have not been attached to this Application. Copies of these orders are available upon request to the Debtor’s proposed counsel.

- (f) Epiq is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged;
- (g) In its capacity as Claims and Noticing Agent in these Chapter 11 Cases, Epiq will not intentionally misrepresent any fact to any person;
- (h) Epiq shall be under the supervision and control of the Clerk’s office with respect to the receipt and recordation of claims and claim transfers;
- (i) Epiq will comply with all requests of the Clerk’s office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- (j) None of the services provided by Epiq as Claims and Noticing Agent in these Chapter 11 Cases shall be at the expense of the Clerk’s office.

6. To the best of my knowledge, and based solely upon information provided to me by the Debtors, and except as provided herein, neither Epiq, nor any employee thereof, has any materially adverse connection to the Debtors, its creditors, or other relevant parties. Epiq may have relationships with certain of the Debtors’ creditors as a vendor or in connection with cases in which Epiq serves or has served in a neutral capacity as noticing, claims, and balloting agent for another chapter 11 debtors.

7. Epiq conducted a review, completed under my supervision, of the identified potential parties in interest (the “**Potential Parties in Interest**”) in these Chapter 11 Cases based on a query of an internal client database containing names of individuals and entities that are present or recent clients of Epiq. The list of Potential Parties in Interest was provided by the Debtors and is annexed hereto as **Schedule 1**. To the best of my knowledge, and based solely upon information provided to me by the Debtors, Epiq does not have any materially adverse

connection to the Debtors, their creditors or other relevant parties, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason. To the extent that Epiq's conflicts check has revealed that certain Potential Parties in Interest were connected to Epiq, these parties have been identified on a list annexed hereto as **Schedule 2** (the "***Client Match List***"). To the best of my knowledge, any such connections between Epiq and any parties on the Client Match List is completely unrelated to these Debtors.

8. Epiq's personnel may have relationships with some of the Debtors' creditors or other parties in interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal nature and completely unrelated to these Chapter 11 Cases. Epiq has and will continue to represent clients in matters unrelated to these Chapter 11 Cases. In addition, Epiq has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in the Debtors' case in matters unrelated to this case. Epiq may also provide professional services to entities or persons that may be creditors or parties in interest in these Chapter 11 Cases, which services do not directly relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors. To the best of my knowledge, neither Epiq, nor any employees thereof, represents any interest materially adverse to the Debtors' estates with respect to any matter upon which Epiq is to be engaged.

9. Epiq and another affiliate, Hilsoft, Inc., are wholly owned subsidiaries of Epiq Systems, Inc. Epiq Systems, Inc., is a wholly owned subsidiary of Document Technologies, LLC ("**DTI**"), a global legal process outsourcing company, which is an ultimate wholly owned subsidiary of DTI Topco, Inc. ("**DTI Topco**"). These companies provide integrated technology products and services to the legal profession for electronic discovery, class action settlements,

financial transactions, chapter 7 and 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relations or claim of an Epiq affiliate or its corporate parent.

10. Although the Debtor does not propose to employ Epiq under section 327 of the Bankruptcy Code (because such retention will be sought by separate application), Epiq has nonetheless reviewed its electronic database to determine whether it has any relationships with the entities provided by the Debtors. At this time, we are not aware of any relationship which would present a disqualifying conflict of interest. Should Epiq discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Epiq will promptly file a supplemental declaration. Epiq will also comply with all requests of the Clerk and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

11. Should Epiq discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Epiq will use reasonable efforts to promptly file a supplemental affidavit.

12. In performing the services of Claims and Noticing Agent, Epiq will charge the Debtors the rates set forth in the Engagement Letter.

13. Epiq is no longer party to an agreement with XClaim Inc. (“**Xclaim**”). Neither Epiq nor its affiliates are party to any agreements where it/they receive(s) consideration in exchange for transferring information derived from its role as a claims agent under 28 U.S.C. § 156(c) to non-client third parties beyond the disclosed prior agreement with Xclaim.

14. Epiq will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

15. Based on the foregoing, I believe that Epiq is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

*[Remainder of page intentionally left blank.]*

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true  
and correct to the best of my information, knowledge, and belief.

Dated: November 18, 2024  
New York, New York

*/s/ Kathryn Tran* \_\_\_\_\_  
Kathryn Tran  
Consulting Director  
Epiq Corporate Restructuring, LLC

**Exhibit C**

**Engagement Agreement**



# EPIQ CORPORATE RESTRUCTURING

## STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between Epiq Corporate Restructuring, LLC (“Epiq”), on the one hand, and Spirit Airlines Inc., on its own behalf and on behalf of its subsidiaries listed on Exhibit A<sup>1</sup> attached hereto (collectively, the “Client”), on the other hand, as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### General Terms and Conditions

#### 1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the “Agreement”), Epiq agrees to furnish Client with the services set forth on the Services Schedule hereto (the “Services”) in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the “Pricing Schedule”). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

#### 2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days’ prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days’ prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

#### 3. Charges.

3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount or credit if applicable. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.

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<sup>1</sup> The subsidiaries set forth on Exhibit A annexed hereto may be modified from time to time by Epiq and the Client.



- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2025. If such annual increases exceed 10% from the prior year's level, Epiq shall provide sixty (60) days' prior written notice to Client of such proposed increases.
- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.
- 3.4 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$50,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

#### **4. Confidentiality.**

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Should Epiq unintentionally disclose material, non-public information in breach of this Agreement, they shall notify Client promptly.



## **5. Title to Property.**

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation (collectively, the “Property”) furnished or developed by Epiq for itself or for use by Client. Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property. Client reserves all property rights in and to all Property (including any Property developed by Client for itself or for use by Epiq) provided to Epiq.

## **6. Disposition of Data.**

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq’s receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 6.2 Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Data, programs, storage media or other materials furnished by Client (collectively, “Client Materials”) and maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client’s direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days’ prior written notice of its intent to dispose of such data and media.

## **7. Indemnification.**

- 7.1 Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity’s officers, members, directors, agents, representatives, managers, consultants and employees (each an “Indemnified Person”) harmless from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys’ fees) and expenses as



incurred (collectively, “Losses”), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq’s rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq’s gross negligence or willful misconduct. Without limiting the generality of the foregoing, “Losses” includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq’s liabilities.

7.2 Notwithstanding the foregoing, Epiq shall indemnify, defend and hold Client, its subsidiaries and affiliates, and each entity’s officers, members, directors, agents, representatives, managers, consultants and employees harmless from and against any and all Losses, whether or not such Losses occur on the Client’s premises, and to the extent arising from the gross negligence, fraud, or willful misconduct of Epiq, its employees or representatives.

## **8. Limitation of Liability**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

(a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.

(c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES IN THE IMMEDIATE SIX (6) MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE ALLEGED LOSS.



**9. Representations / Warranties.**

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

**10. Confidential On-Line Workspace**

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

**11. General**

- 11.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 11.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 11.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 11.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 11.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.



- 11.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.
- 11.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportational disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 11.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 11.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.
- 11.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Corporate Restructuring, LLC  
777 Third Avenue, 12th Floor  
New York, New York 10017  
Attn: Brad Tuttle

If to Client:

Spirit Airlines, Inc.  
1731 Radiant Drive  
Dania Beach, FL 33004  
Attention: Fred Cromer

With a copy to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, NY 10010  
Attention: Darren Klein



11.11 Invoices sent to Client should be delivered to the following address:

Spirit Airlines, Inc.  
1731 Radiant Drive  
Dania Beach, FL 33004  
Attention: Fred Cromer  
Email: Fred.Cromer@Spirit.com

11.12 The “Effective Date” of this Agreement is November 2, 2024.





**EXHIBIT A**

1. Spirit Airlines, Inc.

**Subsidiaries**

2. Spirit Finance Cayman 1 Ltd.
3. Spirit Finance Cayman 2 Ltd.
4. Spirit IP Cayman Ltd.
5. Spirit Loyalty Cayman Ltd.



## **SERVICES SCHEDULE**

### **SCHEDULES/STATEMENT PREPARATION**

- Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities (“Schedules”) and Statements of Financial Affairs (“Statements”), including (as needed):
  - Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
  - Create and maintain databases for maintenance and formatting of Schedules and Statements data.
  - Coordinate collection of data from Client and advisors.
  - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

### **CLAIMS MANAGEMENT**

- Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- Process all proof of claim/interest submitted.
- Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
  - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
  - Date received;
  - Claim number assigned; and



- Asserted amount and classification of the claim.
- Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

### **NOTICING**

- Prepare and serve required notices in these Chapter 11 cases, including, as applicable, but not limited to:
  - Notice of the commencement of these Chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
  - Notice of any auction sale hearing;
  - Notice of the claims bar date;
  - Notice of objection to claims;
  - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
  - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of these Chapter 11 cases.
- After service of a particular notice - whether by regular mail, overnight or hand delivery, email or facsimile service – file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and



manner of mailing.

- Update claim database to reflect undeliverable or changed addresses.
- Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

### **BALLOTING/TABULATION**

- Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed):
  - Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
  - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
  - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
  - Coordinate distribution of solicitation documents.
  - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
  - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
  - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
  - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.

Undertake such other duties as may be requested by the Client.

### **CALL CENTER**

- Provide state-of-the-art Call Center facility and services, including (as needed):



- Create frequently asked questions, call scripts, escalation procedures and call log formats.
- Record automated messaging.
- Train Call Center staff.
- Maintain and transmit call log to Client and advisors.

### **MISCELLANEOUS**

- Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.
- Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- Provide temporary employees to the Clerk's Office to process claims, as necessary.



**PRICING SCHEDULE**

**CLAIM ADMINISTRATION HOURLY RATES**

<b><u>Title</u></b>	<b><u>Rates</u></b>
IT / Programming	\$55.00 – \$80.00
Case Managers	\$85.00 – \$180.00
Consultants/ Directors/Vice Presidents	\$185.00
Solicitation Consultant	\$185.00
Executive Vice President, Solicitation	\$195.00
Executives	No Charge

**CLAIMS AND NOTICING RATES<sup>2</sup>**

Printing	\$0.10 per image
Personalization / Labels	WAIVED
Envelopes	VARIES BY SIZE
Postage / Overnight Delivery	AT COST AT PREFERRED RATES
E-Mail Noticing	WAIVED FOR MSL *
Fax Noticing	\$0.05 per page
Claim Acknowledgement Letter	\$0.05 per letter
Publication Noticing	Quoted at time of request

**DATA MANAGEMENT RATES**

Data Storage, Maintenance and Security	\$0.10 per record/month
Electronic Imaging	\$0.10 per image; no monthly storage charge
Website Hosting Fee	NO CHARGE
Jump Drive (Mass Document Storage)	Quoted at time of request

**ON-LINE CLAIM FILING SERVICES**

On-Line Claim Filing	NO CHARGE
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<sup>2</sup> Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

\*Quoted at time of request for high volume blasts to all creditors



**CALL CENTER RATES**

Standard Call Center Setup	NO CHARGE
Call Center Operator	\$65 per hour
Voice Recorded Message	\$0.34 per minute

**OTHER SERVICES RATES**

Strategic Communication Services	Quoted at time of request
Escrow Services	Quoted at time of request /competitive rates
ATOP Event	Quoted at time of request
Exchange Agent Fee	\$50,000
Consent Agent Fee	Waived
Virtual Data Room -- Confidential On-Line Workspace	Quoted at time of request
Disbursements -- Check and/or Form 1099	Quoted at time of request
Disbursements -- Record to Transfer Agent	Quoted at time of request

**Schedule 1**

**Parties in Interest List**

Party-in-Interest	Relationship to Debtor
Beckerman, Lisa G.	Bankruptcy Judges
Bentley, Phillip	Bankruptcy Judges
Garrity Jr., James L.	Bankruptcy Judges
Glenn, Martin	Bankruptcy Judges
Jones, David S.	Bankruptcy Judges
Lane, Sean H.	Bankruptcy Judges
Mastando III, John P.	Bankruptcy Judges
Morris, Cecelia G.	Bankruptcy Judges
Paek, Kyu Y. (Mike)	Bankruptcy Judges
Wile, Michael E.	Bankruptcy Judges
Ducera Partners LLC	Bankruptcy Professionals - Other
Evercore Inc.	Bankruptcy Professionals - Other
Davis Polk	Bankruptcy Professionals - Retained
Davis Polk & Wardwell LLP	Bankruptcy Professionals - Retained
Debevoise & Plimpton	Bankruptcy Professionals - Retained
O'Melveny & Myers LLP	Bankruptcy Professionals - Retained
Perella Weinberg Partners	Bankruptcy Professionals - Retained
Skyworks Inc.	Bankruptcy Professionals - Retained
Alliancebernstein Holding LP	Banks/Lender/UCC Lien Parties/Administrative Agents
Allianz SE	Banks/Lender/UCC Lien Parties/Administrative Agents
Allianz SE	Banks/Lender/UCC Lien Parties/Administrative Agents
Allstate Investments LLC	Banks/Lender/UCC Lien Parties/Administrative Agents
AQR Arbitrage LLC fka CNH Partners, LLC	Banks/Lender/UCC Lien Parties/Administrative Agents
Barings LLC	Banks/Lender/UCC Lien Parties/Administrative Agents
Blackrock	Banks/Lender/UCC Lien Parties/Administrative Agents
Blackrock	Banks/Lender/UCC Lien Parties/Administrative Agents
Brighthouse Funds Trust II	Banks/Lender/UCC Lien Parties/Administrative Agents
Cyrus Capital Partners LP	Banks/Lender/UCC Lien Parties/Administrative Agents
De Shaw & Co LP	Banks/Lender/UCC Lien Parties/Administrative Agents
FMR LLC	Banks/Lender/UCC Lien Parties/Administrative Agents
Franklin Resources	Banks/Lender/UCC Lien Parties/Administrative Agents
Franklin Resources	Banks/Lender/UCC Lien Parties/Administrative Agents
III Capital Management (Triple-Eye)	Banks/Lender/UCC Lien Parties/Administrative Agents
JP Morgan Chase & Co	Banks/Lender/UCC Lien Parties/Administrative Agents
K2 & Associates Investment Mgmt	Banks/Lender/UCC Lien Parties/Administrative Agents
Knights Of Columbus	Banks/Lender/UCC Lien Parties/Administrative Agents
Laguna Bay Capital Pty Ltd	Banks/Lender/UCC Lien Parties/Administrative Agents
Lazard Ltd	Banks/Lender/UCC Lien Parties/Administrative Agents
M&G PLC	Banks/Lender/UCC Lien Parties/Administrative Agents
Manulife Financial Corp	Banks/Lender/UCC Lien Parties/Administrative Agents
Millennium Management LLC	Banks/Lender/UCC Lien Parties/Administrative Agents
Pimco Luxembourg SA	Banks/Lender/UCC Lien Parties/Administrative Agents
Royal Bank Of Canada	Banks/Lender/UCC Lien Parties/Administrative Agents
Shaolin Capital Management LLC	Banks/Lender/UCC Lien Parties/Administrative Agents
Sig Holding LLC (Susquehanna International Group)	Banks/Lender/UCC Lien Parties/Administrative Agents
State Street Corp	Banks/Lender/UCC Lien Parties/Administrative Agents
UBS AG	Banks/Lender/UCC Lien Parties/Administrative Agents

Party-in-Interest	Relationship to Debtor
Victory Capital Management Inc	Banks/Lender/UCC Lien Parties/Administrative Agents
Banamex	Banks/Lender/UCC Lien Parties/Administrative Agents
Banco de America Central	Banks/Lender/UCC Lien Parties/Administrative Agents
Citibank NA	Banks/Lender/UCC Lien Parties/Administrative Agents
Deutsche Bank	Banks/Lender/UCC Lien Parties/Administrative Agents
Ficohsa	Banks/Lender/UCC Lien Parties/Administrative Agents
Itau Bank	Banks/Lender/UCC Lien Parties/Administrative Agents
Morgan Stanley & Co LLC	Banks/Lender/UCC Lien Parties/Administrative Agents
Scotiabank Bank	Banks/Lender/UCC Lien Parties/Administrative Agents
Sogebank	Banks/Lender/UCC Lien Parties/Administrative Agents
Treasury Partners	Banks/Lender/UCC Lien Parties/Administrative Agents
U.S. Bank	Banks/Lender/UCC Lien Parties/Administrative Agents
Wells Fargo	Banks/Lender/UCC Lien Parties/Administrative Agents
Wilmington Trust National Association	Bondholders
Spirit Airlines, Inc.	Debtors
Barclay G. Jones III	Director/Officer
Christie III, Ted	Director/Officer
Dunkerley, Mark B.	Director/Officer
Gardner, H. McIntyre	Director/Officer
Johnson, Robert D.	Director/Officer
Richards, Christine P.	Director/Officer
Soto, Myrna M.	Director/Officer
Wallman, Richard F.	Director/Officer
Alviene, Dana Shapir	Director/Officer
Bendoraitis, John	Director/Officer
Canfield, Thomas C.	Director/Officer
Cromer, Fred	Director/Officer
Ghosh, Rana	Director/Officer
Grindle, Linde	Director/Officer
Klein, Matthew H.	Director/Officer
Wiggins, Rocky B.	Director/Officer
ACE American Insurance Company	Insurance
ACE Fire Underwriters Insurance Company	Insurance
Agencia de Regulacion y control de las Telecomunicaciones (ARCOT	Insurance
AIG - American Home Assurance Co.	Insurance
AIG - NATIONAL UNION FIRE INSURANCE COMPANY	Insurance
AIG - WorldSource	Insurance
AIG Specialty Ins Co.	Insurance
Allianz Global Risks US Insurance Company	Insurance
Arch Speciatly Insurance Co.	Insurance
Argonaut Insurance Company	Insurance
Ascot Specialty Insurance Company	Insurance
Atlantic Specialty Insurance Company	Insurance
AXA XL - Indian Harbor Insurance Company	Insurance
AXA XL (XL Specialty Insurance Company)	Insurance
AXIS EXCESS INSURANCE POLICY AXIS	Insurance
Axis Insurance Company	Insurance

Party-in-Interest	Relationship to Debtor
Beazley Group	Insurance
Berkley Insurance Company	Insurance
Berkshire Hathaway	Insurance
Brit (Lloyds of London)	Insurance
Chubb	Insurance
Comision ejecutiva portuaria autonoma	Insurance
Continental Casualty Company	Insurance
Crum & Forster Specialty	Insurance
El Aguila compania de seguros	Insurance
Great American Insurance	Insurance
Hartford	Insurance
HDI Global Insurance Company (Falcon)	Insurance
Hiscox	Insurance
Indemnity Insurance Company of North America (Chubb)	Insurance
Instituto Nacional De Seguros	Insurance
Instituto Nicaraguense de aeronautica civil	Insurance
Landmark American Insurance Co	Insurance
Liberty Surplus Insurance Corporation	Insurance
Lloyd's of London	Insurance
Member Companies of La Reunion Aerienne	Insurance
Nautilus Insurance Company (Berkley)	Insurance
OLD REPUBLIC INSURANCE COMPANY	Insurance
RLI Insurance Company	Insurance
Seguros America	Insurance
Seguros Bolívar	Insurance
Seguros del estado	Insurance
SELECTIVE INSURANCE COMPANY OF SE	Insurance
Sirius International Insurance Corporation	Insurance
Sompo (Endurance Assurance Corp)	Insurance
Southern Insurance Company	Insurance
Starr Surplus Lines Insurance Company per Starr Aviation Agency, In	Insurance
Starstone Specialty Insurance Company	Insurance
THE HARTFORD PREMIER EXCESS POLICY	Insurance
Underwriters at Lloyd's of London and other Licensed Companies p	Insurance
Westfield Insurance Company	Insurance
Zurich	Insurance
Spirit Finance Cayman 1 Ltd	Known Affiliates - JV
Spirit Finance Cayman 2 Ltd	Known Affiliates - JV
Spirit Ip Cayman Ltd	Known Affiliates - JV
Spirit Loyalty Cayman Ltd	Known Affiliates - JV
Cox, Thomas, et al.	Litigation
Akin Gump Strauss Hauer & Feld LLP	Ordinary Course Professionals
Barclays Capital Inc.	Ordinary Course Professionals
Berger Singerman LLP	Ordinary Course Professionals
Boston Consulting Group	Ordinary Course Professionals
Cbiz Mhm, LLC	Ordinary Course Professionals
Citibank Na	Ordinary Course Professionals

Party-in-Interest	Relationship to Debtor
Crowe Pr	Ordinary Course Professionals
Firme Turnier	Ordinary Course Professionals
Jones Day	Ordinary Course Professionals
Kpmg	Ordinary Course Professionals
Micro Accounting Services Ltd	Ordinary Course Professionals
Morgan Stanley & Co LLC	Ordinary Course Professionals
Motavita Asesores Sas	Ordinary Course Professionals
Myers Fletcher & Gordon	Ordinary Course Professionals
Nassar Abogados	Ordinary Course Professionals
Oliver Wyman, LLC	Ordinary Course Professionals
Paul, Weiss, Rifkind, Wharton	Ordinary Course Professionals
Philippi, Prietocarrizosa, Ferrero	Ordinary Course Professionals
PWC	Ordinary Course Professionals
Rafael Conrado PLC	Ordinary Course Professionals
Ryan Inc.	Ordinary Course Professionals
Sepriosa	Ordinary Course Professionals
Serfico-Fiassa	Ordinary Course Professionals
Sky Works Capital	Ordinary Course Professionals
Walker Kirkpatrick	Ordinary Course Professionals
Alaskan Airlines	Significant Competitors
Allegiant Air	Significant Competitors
American Airlines	Significant Competitors
Delta Air Lines	Significant Competitors
Frontier Airlines	Significant Competitors
Hawaiian Airlines	Significant Competitors
JetBlue Airways Corporation	Significant Competitors
SkyWest Airlines	Significant Competitors
Southwest Airlines Company	Significant Competitors
United Airlines, Inc.	Significant Competitors
BlackRock Inc.	Significant Equity Holders
BNY Asset Management	Significant Equity Holders
D.E. Shaw & Co. LP	Significant Equity Holders
Dimensional Fund Advisors LP	Significant Equity Holders
Geode Capital Management, LLC	Significant Equity Holders
Millennium Management	Significant Equity Holders
Northern Trust Global Investments	Significant Equity Holders
Squarepoint OPS LLC	Significant Equity Holders
State Street Global Advisors, Inc.	Significant Equity Holders
Vanguard Group Inc.	Significant Equity Holders
Aero DFW III, LP (DFW - Warehouse Lease)	Surety & Letters of Credit-Beneficiaries
Aero Lauderdale (FLL- Warehouse Lease)	Surety & Letters of Credit-Beneficiaries
Aeronautica Civil - Colombia - Unidad Administrativa de Aeronautica	Surety & Letters of Credit-Beneficiaries
Afianzadora Aserta, S.A. de C.V.	Surety & Letters of Credit-Beneficiaries
Albuquerque International Sunport	Surety & Letters of Credit-Beneficiaries
Arch Insurance Company	Surety & Letters of Credit-Beneficiaries
Autoridad de Aviacion Civil (AAC)	Surety & Letters of Credit-Beneficiaries
Bank of Utah (Merx N626NK_MS5999)	Surety & Letters of Credit-Beneficiaries

Party-in-Interest	Relationship to Debtor
Burbank-Glendale-Pasadena Airport Authority	Surety & Letters of Credit-Beneficiaries
Charleston County Aviation	Surety & Letters of Credit-Beneficiaries
City of Houston - Houston Airport System	Surety & Letters of Credit-Beneficiaries
City of Los Angeles - Department of Airports	Surety & Letters of Credit-Beneficiaries
City of Pensacola - Pensacola International Airport	Surety & Letters of Credit-Beneficiaries
City of Phoenix	Surety & Letters of Credit-Beneficiaries
Clark County Department of Aviation	Surety & Letters of Credit-Beneficiaries
Connecticut Fuel Tax	Surety & Letters of Credit-Beneficiaries
County of Milwaukee	Surety & Letters of Credit-Beneficiaries
Department of Licensing Fuel Tax Unit WA	Surety & Letters of Credit-Beneficiaries
DGAC - Ministerio de Transportes	Surety & Letters of Credit-Beneficiaries
Direccion General de Aerocivil Honduras (AHAC)	Surety & Letters of Credit-Beneficiaries
Direccion General de Aviacion - Ecuador	Surety & Letters of Credit-Beneficiaries
Florida Fuel or Pollutants Tax Surety Bond	Surety & Letters of Credit-Beneficiaries
Fukuoka Road Co. LTD (SMBC N630NK-MSN 6304)	Surety & Letters of Credit-Beneficiaries
Gemstone Delaware 4 LLC c/o Sirius Aviation Capital Holdings	Surety & Letters of Credit-Beneficiaries
Hanover New York Liquor Authority	Surety & Letters of Credit-Beneficiaries
Horry County Department of Airports	Surety & Letters of Credit-Beneficiaries
John Wayne Airport (SNA), Orange County	Surety & Letters of Credit-Beneficiaries
Kinder Morgan (and/or) CALNEV Pipeline LLC	Surety & Letters of Credit-Beneficiaries
Maryland Fuel Tax	Surety & Letters of Credit-Beneficiaries
Massachusetts Port Authority	Surety & Letters of Credit-Beneficiaries
MBJ Airports Limited	Surety & Letters of Credit-Beneficiaries
Memphis-Shelby County Airport Authority	Surety & Letters of Credit-Beneficiaries
Miami Dade Aviation Department	Surety & Letters of Credit-Beneficiaries
Miami Dade Aviation Department - Facilities	Surety & Letters of Credit-Beneficiaries
National Union/Chartis (Workers Comp 2013)	Surety & Letters of Credit-Beneficiaries
Navigator Aviation Delaware 3 (DAE_N605NK-MSN 4548)	Surety & Letters of Credit-Beneficiaries
Navigator Aviation Delaware 3 (DAE_N617NK-MSN 5387)	Surety & Letters of Credit-Beneficiaries
New Orleans Aviation Board	Surety & Letters of Credit-Beneficiaries
North Carolina Fuel Tax	Surety & Letters of Credit-Beneficiaries
Oakland Airport	Surety & Letters of Credit-Beneficiaries
ORIX (owner: Ikehara Kanou) N609NK/MSN 4951	Surety & Letters of Credit-Beneficiaries
PAC Kingston Airport Limited	Surety & Letters of Credit-Beneficiaries
Raleigh-Durham International Airport	Surety & Letters of Credit-Beneficiaries
Reno-Tahoe Airport	Surety & Letters of Credit-Beneficiaries
Salt Lake City Corporation	Surety & Letters of Credit-Beneficiaries
San Antonio International Airport	Surety & Letters of Credit-Beneficiaries
San Jose International Airport	Surety & Letters of Credit-Beneficiaries
SFV Aircraft Holdings US 2 LLC (N636NK_MSN6424)	Surety & Letters of Credit-Beneficiaries
Sheltair Aviation Center, LLC	Surety & Letters of Credit-Beneficiaries
SMBC Aviation Capital Limited (SMBC N625NK_MSN 5954)	Surety & Letters of Credit-Beneficiaries
St. Louis Lambert Intl Airport (STL)	Surety & Letters of Credit-Beneficiaries
Tennessee Dept of Revenue (Nashville)	Surety & Letters of Credit-Beneficiaries
The Port Authority of New York & New Jersey	Surety & Letters of Credit-Beneficiaries
The Puerto Rico Ports Authority	Surety & Letters of Credit-Beneficiaries
The State of Austin, Texas	Surety & Letters of Credit-Beneficiaries

Party-in-Interest	Relationship to Debtor
UMB Bank (Carlyle N535NK_MSN 4403)	Surety & Letters of Credit-Beneficiaries
US Customs and Border Protection - USCBP	Surety & Letters of Credit-Beneficiaries
Utah Department of Alcoholic Beverage Control	Surety & Letters of Credit-Beneficiaries
Valero Marketing and Supply Company	Surety & Letters of Credit-Beneficiaries
Wells Fargo (Avolon N620NK_MSN 5624)	Surety & Letters of Credit-Beneficiaries
Wells Fargo (Stratos N619NK_MSN 5517)	Surety & Letters of Credit-Beneficiaries
BAC International Bank, Inc.	Surety & Letters of Credit-Issuers
JMalucelli	Surety & Letters of Credit-Issuers
Mapfre-La Centro Americana	Surety & Letters of Credit-Issuers
Sweaden Compania de Seguros S.A.	Surety & Letters of Credit-Issuers
Aerodom	Taxing Authority/Governmental/Regulatory Agencies
Aeropuerto De Cancun S.A. De C.V	Taxing Authority/Governmental/Regulatory Agencies
Aerostar Airports Holdings	Taxing Authority/Governmental/Regulatory Agencies
Air Transport Association	Taxing Authority/Governmental/Regulatory Agencies
Airplan	Taxing Authority/Governmental/Regulatory Agencies
Akron - Canton Airport	Taxing Authority/Governmental/Regulatory Agencies
Allied Universal	Taxing Authority/Governmental/Regulatory Agencies
Arizona Dept. Of Environmental Qual	Taxing Authority/Governmental/Regulatory Agencies
Arkansas Auditor of State	Taxing Authority/Governmental/Regulatory Agencies
Atlanta Airlines Terminal Corp	Taxing Authority/Governmental/Regulatory Agencies
Atlanta Dept Of Aviation (Pfc)	Taxing Authority/Governmental/Regulatory Agencies
Avenger Flight Group LLC	Taxing Authority/Governmental/Regulatory Agencies
Aviam	Taxing Authority/Governmental/Regulatory Agencies
Banco De Costa Rica	Taxing Authority/Governmental/Regulatory Agencies
Bancredito	Taxing Authority/Governmental/Regulatory Agencies
Broward County Chamber	Taxing Authority/Governmental/Regulatory Agencies
Broward Cty Aviation Dept	Taxing Authority/Governmental/Regulatory Agencies
Broward Cty Aviation Pfc	Taxing Authority/Governmental/Regulatory Agencies
Bureau Of Revenue And Taxation	Taxing Authority/Governmental/Regulatory Agencies
Chicago Department of Finance	Taxing Authority/Governmental/Regulatory Agencies
City Of Atlanta Department Of Aviat	Taxing Authority/Governmental/Regulatory Agencies
City Of Charlotte	Taxing Authority/Governmental/Regulatory Agencies
City Of Chicago Dept. Of Aviation	Taxing Authority/Governmental/Regulatory Agencies
City Of Chicago Pfc	Taxing Authority/Governmental/Regulatory Agencies
City of College Park	Taxing Authority/Governmental/Regulatory Agencies
City of Doral	Taxing Authority/Governmental/Regulatory Agencies
City Of Los Angeles	Taxing Authority/Governmental/Regulatory Agencies
City Of Los Angeles Pfc	Taxing Authority/Governmental/Regulatory Agencies
City Of Philadelphia	Taxing Authority/Governmental/Regulatory Agencies
City Of Philadelphia - Pfc	Taxing Authority/Governmental/Regulatory Agencies
Clark County Dept Of Aviation	Taxing Authority/Governmental/Regulatory Agencies
Clinton County Treasurer-Pfc	Taxing Authority/Governmental/Regulatory Agencies
Collector Of Customs - Jam	Taxing Authority/Governmental/Regulatory Agencies
Collector Of Customs -Airports, Jamaica	Taxing Authority/Governmental/Regulatory Agencies
Collector Of Taxes, Haiti	Taxing Authority/Governmental/Regulatory Agencies
Colorado State Treasury	Taxing Authority/Governmental/Regulatory Agencies
Commisioner Of Revenue Services	Taxing Authority/Governmental/Regulatory Agencies

Party-in-Interest	Relationship to Debtor
Commonwealth of Pennsylvania	Taxing Authority/Governmental/Regulatory Agencies
Cook Country Depart Of Revenue	Taxing Authority/Governmental/Regulatory Agencies
Dallas County Tax Office	Taxing Authority/Governmental/Regulatory Agencies
Dallas Fort Worth Intl - Pfc	Taxing Authority/Governmental/Regulatory Agencies
Dallas/Fort Worth Int. Airport	Taxing Authority/Governmental/Regulatory Agencies
Delaware State Escheator	Taxing Authority/Governmental/Regulatory Agencies
Dept Of Consumer Affairs	Taxing Authority/Governmental/Regulatory Agencies
Dept Of Lic & Consumer St Croix	Taxing Authority/Governmental/Regulatory Agencies
Detroit Metropolitan - Pfc	Taxing Authority/Governmental/Regulatory Agencies
Direccion/Colector De Impuestos Int	Taxing Authority/Governmental/Regulatory Agencies
Doug Belden, Tax Collector	Taxing Authority/Governmental/Regulatory Agencies
Fideicomiso Opain Sa	Taxing Authority/Governmental/Regulatory Agencies
FI Dept Of Environmental Protection	Taxing Authority/Governmental/Regulatory Agencies
FI Dept. Agriculture & Consumer Srv	Taxing Authority/Governmental/Regulatory Agencies
Florida Dept Of Transportation	Taxing Authority/Governmental/Regulatory Agencies
Government of The Virgin Island	Taxing Authority/Governmental/Regulatory Agencies
Gtr Orlando Aviation Auth.- Pfc	Taxing Authority/Governmental/Regulatory Agencies
Gtr Orlando Aviation Authority	Taxing Authority/Governmental/Regulatory Agencies
Iah/George Bush Intercontinental -	Taxing Authority/Governmental/Regulatory Agencies
Iata Empresa Hondurena De Infraestr	Taxing Authority/Governmental/Regulatory Agencies
Iata/Palmerola Internatnl Arprt,	Taxing Authority/Governmental/Regulatory Agencies
Inguat/Instituto Guatemalteco De Tu	Taxing Authority/Governmental/Regulatory Agencies
Instituto Dominicano De Aviacion Ci	Taxing Authority/Governmental/Regulatory Agencies
Iowa Department of Treasury	Taxing Authority/Governmental/Regulatory Agencies
Jacksonville Aviation Pfc'S	Taxing Authority/Governmental/Regulatory Agencies
Kansas State Treasurer	Taxing Authority/Governmental/Regulatory Agencies
Kent County Dept Of Aeronautics	Taxing Authority/Governmental/Regulatory Agencies
Las Vegas Dept Of Aviation-Pfc	Taxing Authority/Governmental/Regulatory Agencies
Manager Of Finance, CO	Taxing Authority/Governmental/Regulatory Agencies
Manager Of Finance, TX	Taxing Authority/Governmental/Regulatory Agencies
Marion County Treasurer	Taxing Authority/Governmental/Regulatory Agencies
Maryland Aviation Admin - Pfc	Taxing Authority/Governmental/Regulatory Agencies
Metro Washington Airport Auth- Pfc	Taxing Authority/Governmental/Regulatory Agencies
Miami-Dade Aviation Dept. Pfc	Taxing Authority/Governmental/Regulatory Agencies
Miami-Dade County Finance Dept	Taxing Authority/Governmental/Regulatory Agencies
Ministere De Finances Et De, Haiti	Taxing Authority/Governmental/Regulatory Agencies
Ministerio De Comercio	Taxing Authority/Governmental/Regulatory Agencies
Minnesota Dept. Of Public Safety Director Alcohol & Gambling Enfo	Taxing Authority/Governmental/Regulatory Agencies
Myrtle Beach/Horry Dept Of Airport	Taxing Authority/Governmental/Regulatory Agencies
Nc Office of The State Treasurer	Taxing Authority/Governmental/Regulatory Agencies
Nevada Department Of Taxation	Taxing Authority/Governmental/Regulatory Agencies
New York State Department	Taxing Authority/Governmental/Regulatory Agencies
Niagara Frontier Transport. - Pfc	Taxing Authority/Governmental/Regulatory Agencies
Nj Dept Of Revenue	Taxing Authority/Governmental/Regulatory Agencies
Nys Unemployment Insurance	Taxing Authority/Governmental/Regulatory Agencies
Office of The Indiana Attorney Gene	Taxing Authority/Governmental/Regulatory Agencies
Office of West Virginia State Treas	Taxing Authority/Governmental/Regulatory Agencies

Party-in-Interest	Relationship to Debtor
Pa Dept Of Revenue	Taxing Authority/Governmental/Regulatory Agencies
Palm Beach Int'L Airport Pfc	Taxing Authority/Governmental/Regulatory Agencies
Pfc Greater Asheville Regional	Taxing Authority/Governmental/Regulatory Agencies
Philadelphia Terminal & Equipment C	Taxing Authority/Governmental/Regulatory Agencies
Piedmont Triad Airport Auth Pfcs	Taxing Authority/Governmental/Regulatory Agencies
Port Authority ( Pfc Only )	Taxing Authority/Governmental/Regulatory Agencies
Port Authority (Ewr Pfc Only)	Taxing Authority/Governmental/Regulatory Agencies
Port Authority Of Ny & Nj	Taxing Authority/Governmental/Regulatory Agencies
Port Of Oakland	Taxing Authority/Governmental/Regulatory Agencies
Reno-Tahoe Airport Authority	Taxing Authority/Governmental/Regulatory Agencies
Ron Wright, Tax Assessor	Taxing Authority/Governmental/Regulatory Agencies
San Diego County Regional Arprt Aut	Taxing Authority/Governmental/Regulatory Agencies
Seneam/Servicio De Adm Tribut	Taxing Authority/Governmental/Regulatory Agencies
Sheila L. Palmer, Collector, Missouri	Taxing Authority/Governmental/Regulatory Agencies
St. Louis County Collector	Taxing Authority/Governmental/Regulatory Agencies
State of New Jersey - Dept of Commu	Taxing Authority/Governmental/Regulatory Agencies
Superintendencia Adm. Tributaria	Taxing Authority/Governmental/Regulatory Agencies
Tbi Airport Management, Inc.	Taxing Authority/Governmental/Regulatory Agencies
Tennessee Department of Treasury	Taxing Authority/Governmental/Regulatory Agencies
Tesoro Nacional - Aerocivil Aeronau	Taxing Authority/Governmental/Regulatory Agencies
Tesoro Nacional - Pty	Taxing Authority/Governmental/Regulatory Agencies
Tocumen International Airport	Taxing Authority/Governmental/Regulatory Agencies
Treas Nyc	Taxing Authority/Governmental/Regulatory Agencies
Treasurer State of Connecticut	Taxing Authority/Governmental/Regulatory Agencies
Tresor Publique/Redevances	Taxing Authority/Governmental/Regulatory Agencies
U.S Dept Of Homeland Security	Taxing Authority/Governmental/Regulatory Agencies
United States Treasury	Taxing Authority/Governmental/Regulatory Agencies
Us Customs And Border Protection	Taxing Authority/Governmental/Regulatory Agencies
Us Dept. Of Homeland Security	Taxing Authority/Governmental/Regulatory Agencies
Usda, Aphis, Rot	Taxing Authority/Governmental/Regulatory Agencies
Washington State Dept Of Labor &	Taxing Authority/Governmental/Regulatory Agencies
Wayne County Dept. Of Airports	Taxing Authority/Governmental/Regulatory Agencies
West Virginia State Tax Dept	Taxing Authority/Governmental/Regulatory Agencies
World Fuel Services, Inc.	Taxing Authority/Governmental/Regulatory Agencies
World Fuel/Spire Flight Solutions	Taxing Authority/Governmental/Regulatory Agencies
Allen, Joseph W.	U.S. Trustee Office
Black, Christine H.	U.S. Trustee Office
Champion, Erin	U.S. Trustee Office
Harrington, William K.	U.S. Trustee Office
Martin, Marylou	U.S. Trustee Office
Penpraze, Lisa M.	U.S. Trustee Office
Riffkin, Linda A.	U.S. Trustee Office
Schmitt, Kathleen Dunivin	U.S. Trustee Office
Association of Flight Attendants-CWA, AFL-CIO	Unions
The Air Line Pilots Association, International	Unions
The International Association of Machinists and Aerospace Workers	Unions
The Professional Airline Flight Control Association	Unions

Party-in-Interest	Relationship to Debtor
Transport Workers Union of America	Unions
Hillsborough County Aviation Auth	Utilities
Houston Airport System	Utilities
Level 3 Communications LLC	Utilities
Maryland Aviation Administration	Utilities
Masergy Communications	Utilities
Miami-Dade County Florida	Utilities
New Orleans Aviation Bd	Utilities
Sita	Utilities
Verizon Wireless	Utilities
Waste Management of Penn, Inc	Utilities
Aar Aircraft Services	Vendors
Aaset 2022-1 Limited	Vendors
Accipiter Investments Aircraft 2 Li	Vendors
Ace American Insurance Company	Vendors
Acro Aircraft Seating Ltd	Vendors
Aeg Fuels Mexico S.A.P.I. De C.V.	Vendors
Aercap Global Aviation Trust 902/4/	Vendors
Aercap N901Nk (Formally Ilfc)	Vendors
Aercap/Celtago Funding Ltd 903Nk	Vendors
Aero 1 Aircraft Support LLC.	Vendors
Aersale, Inc.	Vendors
Aetna Us Healthcare-Dental Dmo	Vendors
Agi Ground, Inc	Vendors
Air Lease Corporation (La)	Vendors
Airbus North America Customer Servi	Vendors
Aircastle Advisor LLC	Vendors
Airline Pilots Association	Vendors
Associated Energy Group	Vendors
Automatic Data Processing (ADP)	Vendors
Avfuel Corporation	Vendors
Aviation Capital Group LLC	Vendors
Avis Budget Group, Inc.	Vendors
Avolon Aerospace (Ireland) Aoe 30	Vendors
Bagcentral	Vendors
Bf Aerospace 1010593A	Vendors
Bp Products North America, Inc	Vendors
Brasfield & Gorrie, LLC	Vendors
Budget Rent A Car System, Inc	Vendors
C3 Customer Contact Channels	Vendors
Cae Flight Services Usa	Vendors
Cdw Computer Centers, Inc.	Vendors
Certified Aviation Services LLC	Vendors
Cfe And Associates	Vendors
Charles Schwab Bank	Vendors
Charles Tombras Advertising, Inc	Vendors
Chevron Products Company	Vendors

Party-in-Interest	Relationship to Debtor
Cit Group/Equipment	Vendors
Coforge, Inc.	Vendors
Converge Technology Solutions Us, L	Vendors
Convergint	Vendors
Cramer-Krasselt	Vendors
Dal Global Services, Inc.	Vendors
Diehl Aerospace, Inc 1000134A	Vendors
Direct Airline Services	Vendors
Dollar Thrifty Car Rental	Vendors
Empire Office, Inc	Vendors
Engine Lease Finance Corp	Vendors
Epic Aviation LLC	Vendors
Equilon Ent. Dba Shell Oil Products	Vendors
Erc Cci Limited	Vendors
Eurest Dining Services	Vendors
Express Scripts Inc	Vendors
F & E Aircraft Maintenance LLC	Vendors
Federal Express Corporation	Vendors
Fgl Aircraft Usa Inc.	Vendors
First Kontakt Bpo Dba Advantage	Vendors
Fort Lauderdale Fuel Facilites LLC	Vendors
Fsm Group LLC-Orlando	Vendors
G2 Secure Staff, LLC	Vendors
Gat Airline Ground Support	Vendors
Gen2 Systems Limited	Vendors
Ground Motive Dependable	Vendors
Gse America LLC 1011215A	Vendors
Haeco Americas Airframe Srvc	Vendors
Haeco Cabin Solutions, LLC	Vendors
Heico Aerospace Corporation	Vendors
Home Serv Delivery, LLC	Vendors
Honeywell International Sarl	Vendors
Hookers Point Fuel Facilities LLC	Vendors
Husky Marketing And Supply Company	Vendors
International Aero Engines Ag 10001	Vendors
International Aero Engines LLC	Vendors
Jsa International Us Holdings, LLC	Vendors
Keystone 9 Limited	Vendors
Kyndryl, Inc.	Vendors
Laxfuel Corporation	Vendors
Levarti Limited	Vendors
Liebherr Aerospace Saline Inc	Vendors
Lockton Companies	Vendors
Lufthansa Technik	Vendors
Marathon Petroleum Company Lp	Vendors
Maximus Global Services LLC	Vendors
Menzies Aviation (Asig)	Vendors

Party-in-Interest	Relationship to Debtor
Merx Aviation DbA Appolo Navigator	Vendors
Messier-Goodrich	Vendors
Michelin Aircraft Tire Co., LLC	Vendors
Microsoft Licensing, Gp	Vendors
Mro Commercial, S.A	Vendors
Mtu Maintenance Canada	Vendors
Navigator Aviation Dac	Vendors
Navitaire, Inc.	Vendors
Nexgen Aero 1000245A	Vendors
Odp Business Solutions LLC	Vendors
One Diversified, LLC	Vendors
Optum Bank Inc	Vendors
Orix Aviation	Vendors
Pbf Holding Company LLC	Vendors
Perimeter Logistics Inc	Vendors
Phillips 66 Company	Vendors
Prime Flight Aviation Svcs/Gse	Vendors
Prosegur Services Group, Inc.	Vendors
Prospect Airport Services, Inc	Vendors
Puma Energy (Aviation) S.A.	Vendors
Quiq, Inc.	Vendors
Rohr, Inc. 1000282A	Vendors
Sabre, Inc.	Vendors
Safran Landing Systems (Sas)	Vendors
Safran Landing Systems Services Mx	Vendors
Satair 1000289A	Vendors
Sfvi Aircraft Holdings Us 1 LLC	Vendors
Sim International B.V.	Vendors
Sky High 132 Leasing Co /Icbc	Vendors
Sky High 136 Leasing Company Limited	Vendors
Smbc Aviation Capital Ltd	Vendors
Star Aviation, Inc. 1010982A	Vendors
Swissport Sa Fuel Services, LLC	Vendors
Swissport Usa Inc	Vendors
Ta Connections De & Il, LLC	Vendors
Talento Inc	Vendors
Team Jas Inc.	Vendors
Terpel Exportaciones Ci Sas	Vendors
Textron Gse Inc.	Vendors
Thrifty Car Rental	Vendors
Total Airport Services	Vendors
Total Energies Marketing Usa, Inc.	Vendors
Total Jamaica Limited 1000120A	Vendors
United Health Care Admin Fee	Vendors
United Healthcare Services	Vendors
Unum Life Insurance Company Of Amer	Vendors
Valero Marketing And Supply Company	Vendors

Party-in-Interest	Relationship to Debtor
Worldwide Flight Services	Vendors
Xtreme Aviation LLC	Vendors
Zulu Technologies, LLC	Vendors

**Schedule 2**

**Client Match List**

<b>NAME</b>	<b>RELATIONSHIP TO DEBTORS</b>
American Airlines	Significant Competitors
Automatic Data Processing	Vendors
Delta Air Lines	Significant Competitors
Frontier Airlines	Significant Competitors
Hawaiian Airlines	Significant Competitors
U.S. Bank	Banks/Lender