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

**In re:**

**SPIRIT AIRLINES, INC.,**

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

**Chapter 11**

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

**MOTION OF THE DEBTOR FOR ENTRY OF INTERIM  
AND FINAL ORDERS AUTHORIZING (I) THE DEBTORS TO  
(A) CONTINUE AND RENEW THEIR LIABILITY, PROPERTY, CASUALTY,  
SURETY BOND, AND OTHER CORPORATE INSURANCE PROGRAMS,  
AND HONOR ALL OBLIGATIONS IN RESPECT THEREOF AND (B) ENTER  
INTO NEW PREMIUM FINANCING AGREEMENTS AND (II) FINANCIAL  
INSTITUTIONS TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS**

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 in the RSA (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 *Motion of the Debtor for Entry of Interim and Final Orders Authorizing (I) the Debtors to (A) Continue and Renew their Liability, Property, Casualty, Surety Bond, and Other Corporate Insurance Programs, and Honor All Obligations in Respect Thereof and (B) Enter into New Premium Financing Agreements and (II) Financial Institutions to Honor and Process Related Checks and Transfers* (this “**Motion**”). This Motion is supported by the *Declaration of Fred Cromer in Support of the Chapter 11 Proceedings and First Day Pleadings* (the “**First Day Declaration**”) filed contemporaneously herewith and incorporated herein by reference. In further support of this Motion, the Debtor respectfully states as follows:

**Relief Requested**

1. By this Motion, and pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Debtor seeks entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (the “**Proposed Orders**”), (a) authorizing, but not directing, the Debtors to (i) maintain, continue, review, purchase, renew, extend, obtain, and otherwise modify in their sole discretion, their various liability, property, casualty, and other insurance and reinsurance programs (exclusive of insurance programs relating to employee benefits programs) in the ordinary course of their businesses (collectively, the “**Corporate Insurance Programs**”) on an uninterrupted basis and in accordance with the same practices and procedures as were in effect before the Petition Date (as defined below), (ii) maintain, continue, review, purchase, renew, extend, obtain, modify, and post, in their sole discretion, Surety Bonds (as defined below) in the ordinary course of business (collectively, the “**Surety Bond Programs**” and, together with the Corporate Insurance Programs, the “**Insurance and Surety Bond Programs**”), (iii) satisfy all Insurance Obligations and Surety Bond

Obligations (collectively, the “**Insurance and Surety Bond Obligations**”), whether due and payable before, on, or after the Petition Date, and (iv) enter into new premium financing agreements (the “**Premium Financing Agreements**”) and (b) authorizing the applicable financial institutions to receive, process, honor, and pay all checks or wire transfers used by the Debtors to fund the foregoing.

### **Jurisdiction and Venue**

2. 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.).

3. 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.

### **Background**

#### **A. General Background**

4. On November 18, 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.

5. 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.

6. Spirit 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).

7. 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.

**B. The Debtors’ Insurance and Surety Bond Programs<sup>3</sup>**

8. The nature of the Debtors’ businesses makes it essential for them to maintain their Insurance and Surety Bond Programs on an ongoing and uninterrupted basis in the ordinary course of business. Moreover, pursuant to their organizational documents, and pursuant to contractual, legal, or regulatory obligations with numerous customers, suppliers, contractors, lenders, unions,

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<sup>3</sup> The summaries and descriptions of the Insurance and Surety Bond Programs, and any obligations related thereto, herein are qualified in their entirety by reference to any operative laws, regulations, agreements, policies, terms, or other documents.

employees, and governmental and regulatory authorities, the Debtors must remain current with respect to certain Insurance and Surety Bond Programs. Furthermore, the Debtors must maintain certain Corporate Insurance Programs to comply with the operating guidelines of the office of the United States Trustee for Region 3 (the “**U.S. Trustee**”).

9. The nonpayment of any premiums, deductibles, fees, or other Insurance and Surety Bond Obligations could result in one or more of the Carriers or Sureties (each as defined below) terminating or declining to renew insurance policies or surety bonds, or refusing to enter into new insurance policies or surety bonds with the Debtors in the future. If any of the Insurance and Surety Bond Programs lapse without renewal or extension, the Debtors could be in violation of applicable law or in breach of certain of their contracts and be exposed to substantial liability for personal and/or property damages, to the detriment of all parties in interest. Interruption in such coverage may expose Spirit to a variety of risks, including the possible (a) incurrence of direct liability for the payment of claims that otherwise would have been covered under the Insurance and Surety Bond Programs, (b) incurrence of material costs and other losses that otherwise would have been reimbursed, such as attorneys’ fees, for certain covered claims, (c) loss of licenses and permits critical to its business operations, (d) inability to obtain similar types and levels of insurance or Surety Bond coverage, and (e) incurrence of higher costs for reestablishing lapsed policies or surety bonds or obtaining new insurance or Surety Bond coverage.

10. Thus, for the Debtors to maintain their operations responsibly and in compliance with various contractual, legal, and regulatory obligations, the Debtors must continue the Insurance and Surety Bond Programs without disruption. Maintaining the Insurance and Surety Bond Programs and timely satisfying the Insurance and Surety Bond Obligations in the ordinary course of business, therefore, is a valid exercise of the Debtors’ business judgment, as it would reduce

costs to the Debtors' estates by avoiding other potential negative ramifications. Accordingly, to the extent necessary, the Debtor requests authority to satisfy, in their sole discretion, any outstanding Insurance and Surety Bond Obligations due or that may become due in the ordinary course of business, and to continue satisfying, in their sole discretion, Insurance and Surety Bond Obligations in the ordinary course of business on a post-petition basis.

11. The following are general descriptions and examples of certain Corporate Insurance Programs, Surety Bond Programs, and certain related obligations:

*Corporate Insurance Programs*

12. In the ordinary course of business, the Debtors, like other similar enterprises, maintain insurance coverage through various private insurance carriers (collectively, the "**Carriers**"), including those set forth on the non-exhaustive summary of the Debtors' Corporate Insurance Programs annexed to the Proposed Orders as Schedule 1 and incorporated herein by reference. The Corporate Insurance Programs cover various liabilities, including liability related to air travel, aircraft, automobiles, personal injury, property damage, floods, cybercrime, business interruptions, terrorism, storing hazardous materials, fiduciary, "D&O" duties, employment practices, and commercial crime. As part of the Corporate Insurance Programs, the Debtors also maintain a workers' compensation policy covering claims that exceed the Debtors' self-insured coverage thresholds.

13. The Corporate Insurance Programs renew on various dates throughout the year. The premiums and commission fees for the Corporate Insurance Programs (collectively, the "**Insurance Premiums**") are determined annually and are due either in their entirety at policy inception or in periodic installments throughout the policy term. The Debtors make such payments to various parties, including directly to the Carriers and indirectly to the Carriers through the

Insurance Brokers (as defined below), in the ordinary course of business. The Debtors' aggregate annual Insurance Premiums, excluding taxes, tail coverage, and certain other surcharges and assessments, total approximately \$24.2 million.<sup>4</sup>

14. In connection with the Corporate Insurance Programs, the Debtors may be required to pay various deductibles or retention amounts (collectively, the “**Insurance Deductibles**” and, together with the Insurance Premiums, the Broker Fees payable to the Insurance Brokers, the Administrator Fees (each as defined below), and all other fees and obligations relating to the Corporate Insurance Programs, the “**Insurance Obligations**”), depending upon the type of claim and insurance policy involved. Under certain policies, the Carriers or ESIS, a third-party administrator, may pay claimants and then invoice the Debtors or draw funds directly from the Debtors' bank accounts for reimbursement of claims paid within any Insurance Deductible. In such situations, the Carriers may have prepetition claims against the Debtors.

15. The Debtors estimate that, as of the Petition Date, they have approximately \$9,400,000 in prepetition Insurance Obligations (excluding Broker Fees), none of which will become payable during the first 30 days of the Chapter 11 Cases.

#### Surety Bond Programs

16. In the ordinary course of business, the Debtors are required to obtain from surety providers (collectively, the “**Sureties**”) and post to various third parties or governmental agencies different types of surety bonds (each, a “**Surety Bond**”) to satisfy the requirements of certain third parties (e.g., utility service providers, governmental units, regulators, public agencies) or federal, state, or local regulations (collectively, the “**Obligees**”). The issuance of a Surety Bond shifts the

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<sup>4</sup> While none of the premiums for the Corporate Insurance Programs are currently financed, the Debtor is requesting authorization to enter into premium financing agreements as necessary or appropriate in the ordinary course of their business, without further Court approval.

risk of an obligor's nonperformance or nonpayment to the Surety. Unlike an insurance policy, if a Surety incurs a loss on a surety bond, the Surety is entitled to recover the full amount of that loss from the principal whose performance or obligations the Surety has guaranteed to the Obligee.

17. The Debtors' Surety Bonds include, among others, airport lease bonds, utility bonds, tax bonds, operating permit bonds, customs and duties bonds, and construction bonds, as further set forth on the non-exhaustive summary of the Debtors' Surety Programs annexed to the Proposed Orders as Schedule 2 and incorporated herein by reference. As of the Petition Date, the Debtors maintain approximately \$12,000,000 in aggregate of Surety Bond coverage.

18. In consideration for the Sureties' issuance of the Surety Bonds, the Debtors pay premiums and post collateral to secure their obligations to the Sureties. The premiums for the Surety Bonds are generally determined on an annual basis and paid by the Debtors when the bonds are issued (and annually upon renewal) (the "**Surety Premiums**" and, together with all other fees and obligations relating to the Surety Bond Programs, the "**Surety Bond Obligations**"). The annual Surety Premiums for the Debtors' Surety Bonds total approximately \$300,000 in the aggregate. Additionally, as of the Petition Date, the Debtors have provided the Sureties with collateral in the form of approximately \$11,400,000 of letters of credit related to the Surety Bonds, which the Debtors have agreed to maintain in the ordinary course of business.

19. The Debtors believe that, as of the Petition Date, no Surety Bond Obligations (excluding Broker Fees) have accrued and remain outstanding, and no such obligations will become payable during the first 30 days of the Chapter 11 Cases.

*Brokers and Administrators*

20. The Debtors' insurance brokers (the "**Brokers**"), which include Lockton Companies ("**Lockton**") and Charles F. Engel & Associates, assist the Debtors with procuring and



managing the Corporate Insurance Programs in a reasonable and cost-effective manner. Lockton also acts as the Debtors' surety broker, assisting the Debtors with obtaining Surety Bonds and evaluating bond offerings by negotiating with the Sureties on the Debtors' behalf to procure Surety Bonds and enabling the Debtors to obtain new or replacement Surety Bonds on advantageous terms and at competitive rates. The Debtors pay the Brokers annual fees (collectively, the "**Broker Fees**"), which total approximately \$710,000 in the aggregate each year. The Debtors believe that, as of the Petition Date, no Broker Fees have accrued, and no such obligations will become payable during the first 30 days of the Chapter 11 Cases.

### **Basis for Relief**

#### **A. Satisfaction of the Insurance and Surety Bond Obligations Constitutes a Sound Exercise of the Debtors' Business Judgment and is Necessary to Preserve the Debtors' Estates**

21. The Debtors believe that maintaining their Insurance and Surety Bond Programs and satisfying the Insurance and Surety Bond Obligations would be in the ordinary course of their businesses because (a) they are commonplace and routine in the Debtors' industry and (b) the Debtors consistently and regularly fulfill such obligations. *See In re Lavigne*, 114 F.3d 379, 384–85 (2d Cir. 1997) (holding that “[t]he touchstone of ‘ordinariness’ is thus the interested parties’ reasonable expectations of what transactions the debtor in possession is likely to enter in the course of its business” based on creditors’ expectations and industrywide norms) (alteration in original) (citations and quotations omitted). As a result, the Debtors believe that maintaining their Insurance and Surety Bond Programs and satisfying the Insurance and Surety Bond Obligations is warranted under section 363(c) of the Bankruptcy Code, which authorizes a debtor to “enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing.” 11 U.S.C. § 363(c)(1). Nevertheless, out of an abundance of caution, the Debtor seeks entry of orders authorizing the Debtors to maintain their Insurance and Surety Bond

Programs and satisfy the Insurance and Surety Bond Obligations to the extent that such authorization is required under section 363(b) of the Bankruptcy Code.

22. Section 363(b)(1) of the Bankruptcy Code empowers a court to allow a debtor to “use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). To approve the use of estate property under section 363(b)(1) of the Bankruptcy Code, courts in the Second Circuit require a debtor to demonstrate a “good business reason to grant such an application” after considering “all salient factors.” *In re Lionel Corp.* (“*Lionel*”), 722 F.2d 1063, 1071 (2d Cir. 1983); *see also In Matter of Motors Liquidation Co.*, 829 F.3d 135, 162 (2d Cir. 2016) (characterizing *Lionel*’s “good business reason” standard as “minimal”); *In re Ionosphere Clubs, Inc.*, 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989) (“Section 363(b) gives the court broad flexibility in tailoring its orders to meet a wide variety of circumstances.”) (citing *Lionel*). Where a debtor establishes “a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor’s conduct.” *See In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (citation omitted). If there is a valid business justification for the use of estate property, there is a “strong presumption” that such usage is being done in good faith and for the best interests of the estate, such that an objecting party has the burden to rebut such presumption. *In re MF Glob. Inc.*, 467 B.R. 726, 730 (Bankr. S.D.N.Y. 2012).

23. The Debtor submits that the relief requested in this Motion represents a sound exercise of the Debtors’ business judgment, is necessary to avoid immediate and irreparable harm, and is justified under section 363 of the Bankruptcy Code. As noted above, the Debtors’ failure to satisfy the Insurance and Surety Bond Obligations could lead to coverage disruptions, which would negatively affect all parties in interest. Even where coverage is not expressly required by

contract or applicable law, the Debtors are nevertheless compelled by sound business practice to maintain essential insurance or surety bond coverage. In fact, courts in this jurisdiction routinely grant relief similar to that requested herein. *See, e.g., In re 2U, Inc.*, No. 24-11279 (MEW) (Bankr. S.D.N.Y. Sep. 5, 2024) [ECF No. 158]; *In re GOL Linhas Aéreas Inteligentes S.A.*, No. 24-10118 (MG) (Bankr. S.D.N.Y. Feb. 22, 2024) [ECF No. 174]. The Debtor submits that the circumstances described herein warrant similar relief.

24. Finally, in addition to the bases set forth above for the relief requested herein, section 105(a) of the Bankruptcy Code confers the Court with broad equitable powers 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). Accordingly, the Court has expansive equitable powers to fashion any order or decree that is in the interest of preserving or protecting the value of the Debtors’ assets. *See U.S. v. Energy Res. Co.*, 495 U.S. 545, 549 (1990) (finding that section 105(a) of the Bankruptcy Code is “consistent with the traditional understanding that bankruptcy courts, as courts of equity, have broad authority to modify creditor-debtor relationships”) (citations omitted); *Marrama v. Citizens Bank of Massachusetts*, 549 U.S. 365, 375 (2007) (characterizing the bankruptcy court’s power under section 105 of the Bankruptcy Code as “broad”).

25. More specifically, the Debtor submits that satisfaction of the Insurance and Surety Bond Obligations is necessary and appropriate and, therefore, may be authorized by the Court, pursuant to what is referred to interchangeably as the “doctrine of necessity” or “necessity of payment rule,” which is derived from section 105(a) of the Bankruptcy Code. The doctrine of necessity functions in a chapter 11 case as a mechanism by which the bankruptcy court can exercise its equitable powers to allow a debtor to pay prepetition claims “where such payment is essential to the continued operation of the debtor.” *In re Ionosphere Clubs, Inc.*, 98 B.R. at 176

(citing *In re Lehigh & New England Ry. Co.*, 657 F.2d 570, 581 (3d Cir. 1981) (noting that a court may authorize payment of prepetition claims when payment is essential to continued operation of the debtor, such as where “creditors will not supply services or material essential to the conduct of the business until their pre-reorganization claims shall have been paid”)).

26. The United States Supreme Court first articulated the doctrine of necessity over 140 years ago when it affirmed a lower court’s authorization of the use of receivership funds to pay pre-receivership debts owed to employees, vendors, and suppliers, among others, when such payments were necessary to preserve the receivership property and the integrity of the business in receivership. See *Miltenberger v. Logansport, C. & S.W.R. Co.* (“*Miltenberger*”), 106 U.S. 286, 311–12 (1882). This doctrine—which is frequently invoked early in restructurings—has become an accepted and common component of modern bankruptcy jurisprudence and its application by courts can be traced back to the Supreme Court’s reasoning in *Miltenberger*. See, e.g., *In re Ionosphere Clubs, Inc.*, 98 B.R. at 175–76 (noting that the doctrine of necessity “is not a novel concept,” tracing its provenance to *Miltenberger*).

27. Here, Spirit’s ability to pay its Insurance and Surety Bond Obligations in a timely manner and maintain their Insurance and Surety Bond Programs is critical to the ongoing operation of its businesses, as discussed above, and therefore necessary to the success of the Chapter 11 Cases. The Debtors believe that any prepetition amounts that they may pay in respect of the Insurance and Surety Bond Obligations would be small relative to the size of the Debtors’ estates and the critical benefits provided by the Insurance and Surety Bond Programs. Moreover, as noted above, interruption of the Insurance and Surety Bond Programs coverage could, among other things, cause the Debtors to violate state and/or federal law and expose the Debtors to direct liability for significant claims that otherwise would be covered by insurance or a surety bond, thus

potentially substantially diminishing the value of the Debtors' estates. For the Debtors to pay what would be relatively small prepetition amounts to avoid such outcomes is in the best interests of the Debtors, their estates, and all other parties in interest. And, in any event, all undisputed claims relating to the Insurance and Surety Bond Programs are contemplated to be unimpaired under the Debtors' ultimate plan of reorganization. As the relief requested herein merely alters the timing for when such claims will be satisfied, no party will be prejudiced by such relief. Accordingly, the continuation of the Insurance and Surety Bond Programs and the satisfaction of the Insurance and Surety Bond Obligations falls within the Debtors' sound business judgment and would benefit, rather than prejudice, the Debtors' creditors by preserving the property of the Debtors' estates. The Debtor, therefore, submits that the relief requested herein is appropriate under sections 363(b) and 105(a) of the Bankruptcy Code.

**B. The Court Should Allow the Debtors to Enter into Premium Financing Agreements**

28. Flexibility to enter into agreements to finance premiums related to Corporate Insurance Programs is appropriate and should be authorized under sections 105(a) and 363(b) of the Bankruptcy Code. Moreover, pursuant to section 364(c) of the Bankruptcy Code, a debtor may, in the exercise of its business judgment, incur secured postpetition debt if the debtor has been unable to obtain unsecured credit, and the borrowing is in the best interests of the estate. Thus, the Debtor requests the authority to enter into Premium Financing Agreements in the ordinary course of business.

29. Courts in this district have recognized the importance of a debtor's ability to enter into premium financing agreements and have granted similar relief in other cases. *See, e.g., In re GOL Linhas Aéreas Inteligentes S.A.*, No. 24-10118 (MG) (Bankr. S.D.N.Y. Feb. 22, 2024) [ECF No. 174]. In accordance with established precedent, the Debtor requests authority to enter into Premium Financing Agreements in the ordinary course of business on a postpetition basis.

**C. The Court Should Authorize Applicable Financial Institutions to Honor and Process Related Checks and Transfers**

30. The Debtor also requests that all applicable financial institutions be authorized to (a) receive, process, honor, and pay all checks presented for payment of, and to honor all fund transfer requests the Debtors make related to, the claims that the Debtor requests authority to pay in this Motion, regardless of whether the checks were presented or fund transfer requests were submitted before, on, or after the Petition Date and (b) rely on any Debtor's designation of any particular check as approved by the Proposed Orders.

**Debtors' Reservation of Rights**

31. Nothing contained herein is intended or should be construed as, or deemed to constitute, an agreement or admission as to the amount, priority, character, or validity of any claim against any Debtor on any grounds, a waiver or impairment of any Debtor's rights to dispute any claim on any grounds, or an assumption or rejection of any agreement, contract, or lease under section 365 of the Bankruptcy Code. Each Debtor expressly reserves its rights to contest any claims related to the Insurance and Surety Bond Programs under applicable bankruptcy and non-bankruptcy law. Likewise, if the Court grants the relief sought herein, any payment or transfer made pursuant to the Court's order is not intended, and should not be construed, as an admission as to the amount, priority, character, or validity of any claim or a waiver of any Debtor's rights to subsequently dispute such claim.

**Satisfaction of Bankruptcy Rule 6003 and Waiver of Bankruptcy Rule 6004**

32. To the extent necessary, the Debtor respectfully submits that this Motion satisfies Bankruptcy Rule 6003(b), which provides that, "[e]xcept to the extent that relief is necessary to avoid immediate and irreparable harm, the court shall not, within 21 days after the filing of the petition, issue an order granting ... a motion to use, sell, lease, or otherwise incur an obligation

regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition . . . .” Fed. R. Bankr. P. 6003. As set forth in this Motion and the First Day Declaration, the Debtors believe that (a) an orderly transition into chapter 11 is critical to preserve and maximize the value of the Debtors’ estates and (b) any delay in granting the relief requested herein could cause immediate and irreparable harm. Accordingly, the Debtor submits that the relief requested herein satisfies Bankruptcy Rule 6003.

33. To implement successfully the relief sought herein, the Debtor requests that the Court find that notice of the Motion is adequate under Bankruptcy Rule 6004(a) under the circumstances. The Debtor also requests that, to the extent applicable to the relief requested in this Motion, the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). As described above, the relief requested in this Motion is necessary for Spirit to operate its businesses without interruption and to preserve and maximize value for its estates and parties in interest. Accordingly, the Debtor respectfully submits that ample cause exists to justify the (a) finding that the notice requirements under Bankruptcy Rule 6004(a) have been satisfied and (b) waiving of the 14-day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

#### **Notice**

34. 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>5</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 this Motion and any order entered in respect thereto will also be made available on the Debtors' case information website located at <https://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.

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<sup>5</sup> Accessible by visiting <https://dm.epiq11.com/SpiritGoForward>.



WHEREFORE, the Debtor respectfully requests that the Court enter the Proposed Orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, 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 Interim 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 ( )**

**INTERIM ORDER AUTHORIZING (I) THE DEBTOR TO (A) CONTINUE  
AND RENEW ITS LIABILITY, PROPERTY, CASUALTY, SURETY BOND,  
AND OTHER CORPORATE INSURANCE PROGRAMS,  
AND HONOR ALL OBLIGATIONS IN RESPECT THEREOF AND (B) ENTER  
INTO NEW PREMIUM FINANCING AGREEMENTS AND (II) FINANCIAL  
INSTITUTIONS TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS**

Upon the motion (the “**Motion**”)<sup>2</sup> of Spirit Airlines, Inc. (the “**Debtor**”), the debtor and debtor in possession in the above-captioned Chapter 11 Case, for entry of interim and final orders, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, (a) authorizing, but not directing, the Debtor to (i) maintain, continue, review, purchase, renew, extend, obtain, and otherwise modify in their sole discretion, their various Insurance and Surety Bond Programs (including those Corporate Insurance Programs and Surety Bond Programs listed on **Schedule 1** and **Schedule 2**, respectively, annexed hereto) on an uninterrupted basis and in accordance with the same practices and procedures as were in effect before the Petition Date, (ii) satisfy all Insurance Obligations and Surety Bond Obligations, whether due and payable before, on, or after the Petition Date, and (iii) enter into new Premium Financing Agreements and (b) authorizing the applicable financial institutions to receive, process, honor, and pay all checks

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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 them in the Motion.

or wire transfers used by the Debtor to fund the foregoing, as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.); and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Case and related proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the First Day Declaration; and the Court having held a hearing to consider the relief requested in the Motion on an interim basis (the “**Hearing**”); and the Court having determined that the legal and factual bases set forth in the Motion and the First Day Declaration and at the Hearing establish just cause for the relief granted herein; and the Court having found that the relief requested in the Motion represents a sound exercise of the Debtor’s business judgment, and is in the best interests of the Debtor, its creditors, its estate, and all other parties in interest; and the Court having determined that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtor and its estate as contemplated by Bankruptcy Rule 6003; and all objections and reservations of rights filed or asserted in respect of the Motion, if any, having been withdrawn, resolved, or overruled with prejudice; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis and as set forth herein (this “**Interim Order**”).

2. The Debtor is authorized, but not directed, to maintain and continue, in its sole discretion, their Insurance and Surety Bond Programs without interruption and in accordance with the same practices and procedures as were in effect prior to the Petition Date.

3. The Debtor is authorized, but not directed, to satisfy, in its sole discretion, the Insurance and Surety Bond Obligations that become payable during the first 30 days of the Chapter 11 Case.

4. The Debtor is authorized, but not directed, to renew or obtain, in its sole discretion, new insurance policies or Surety Bonds or execute other agreements in connection with their Insurance and Surety Bond Programs in accordance with the same practices and procedures as were in effect prior to the Petition Date, including upon the expiration or termination of any Insurance Program or Surety Bond Program.

5. Notwithstanding anything to the contrary in the Insurance and Surety Bond Programs, in the event the Debtor defaults under the terms of any Insurance and Surety Bond Program, the applicable Carrier or the Surety shall not cancel any of the Debtor’s insurance policies or Surety Bonds without first providing (a) notice of such default in writing by overnight mail to (i) the Debtor, (ii) its counsel, (iii) counsel to the Ad Hoc Group of Senior Secured Noteholders, (iv) counsel to any statutory committee appointed in the Chapter 11 Case, and (v) the U.S. Trustee and (b) the Debtor with at least ten business days to cure such default. If the Debtor fails to cure the default within that time, then the applicable Carrier or the Surety may, in accordance with the terms of any applicable Insurance and Surety Bond Program, seek relief from the Court to exercise any and all of their rights thereunder.

6. All applicable banks and other financial institutions are hereby authorized to receive, process, honor, and pay any and all checks, drafts, wires, check transfer requests, or automated clearinghouse transfers evidencing amounts paid by the Debtor under this Interim Order whether presented prior to, on, or after the Petition Date. Such banks and financial institutions are authorized to rely on the Debtor's representations as to which checks are issued or authorized to be paid pursuant to this Interim Order without any duty of further inquiry and without liability for following the Debtor's instructions.

7. The Debtor is authorized, but not required, to (a) issue new post-petition checks or effect new fund transfers (in each case, in its sole discretion) for the Insurance and Surety Bond Obligations and to replace any prepetition checks or fund transfer requests that may be dishonored or rejected and (b) reimburse the Carriers, the Sureties, the Brokers, the Administrator, or the applicable payee, as the case may be, for any fees or costs incurred by them in connection with a dishonored or voided check or funds transfer.

8. The Debtor is authorized, but not directed, to enter into Premium Financing Agreements and grant security interests thereunder in the ordinary course of business and shall promptly notify counsel to the Ad Hoc Group of Senior Secured Noteholders of any such entry into new Premium Financing Agreements.

9. A final hearing to consider the relief requested in the Motion shall be held on \_\_\_\_\_, 2024 at \_\_\_\_\_.m. (prevailing Eastern Time) and any objections or responses to the Motion shall be filed and served on the Notice Parties so as to be actually received on or prior to \_\_\_\_\_, 2024 at 12:00 p.m. (prevailing Eastern Time).

10. Nothing in this Interim Order or any action taken by the Debtor in furtherance of the implementation hereof shall be deemed to constitute an assumption or rejection of any

executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, and all of the Debtor's rights with respect to such matters are expressly reserved.

11. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall (a) create, nor is it intended to create, any rights in favor of, or enhance the status of any claim held by, any person or entity or (b) be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

12. Nothing in this Interim Order nor the Debtor's payment of claims pursuant to this Interim Order shall be construed as or deemed to constitute (a) an agreement or admission by the Debtor as to the amount, priority, character, or validity of any claim against the Debtor on any grounds, (b) a grant of third-party beneficiary status or bestowal of any additional rights on any third party, (c) a waiver or impairment of any rights, claims, or defenses of the Debtor's or any party in interest's rights to dispute the amount, priority, character, or validity of any claim on any grounds, whether under bankruptcy or non-bankruptcy law, (d) a promise by the Debtor to pay any claim, (e) an implication or admission by the Debtor that such claim is payable pursuant to this Interim Order, or (f) a waiver of the Debtor's or any party in interest's right to contest any Lien or Interest and efforts to exercise associated remedies during the Chapter 11 Case.

13. Notwithstanding Bankruptcy Rule 6004, this Interim Order shall be effective and enforceable immediately upon its entry.

14. The Debtor is authorized to take any action it deems necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Interim Order without seeking further order of the Court.

15. The Court retains jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

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

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



**Schedule 1**

**Corporate Insurance Programs**

Type of Policy Coverage	Insurance Carrier	Policy Number	Policy Term
All Risk Property and Business Interruption	AIG - American Home Assurance Co.	025032576	11/30/2023-11/30/2024
Commercial Auto Liability and Physical Damage	Indemnity Insurance Company of North America (Chubb)	CALH10818254	11/30/2023-11/30/2024
Commercial Crime	AXA XL	Primary - ELU187133-22	11/30/2023-11/30/2024
Commercial Crime	Axis Ins. Co.	Excess - P-001-000470585-03	11/30/2023-11/30/2024
Compliance Bond	Berkley	74834	2/25/2024-2/25/2025
Compliance Bond	Berkley	74832	3/1/2024-3/1/2025
Compliance Bond	Berkley Colombia Seguros	64422	3/1/2023-4/1/2028
Compliance Bond	Jmalucelli Travelers Seguros S.A.	2038480	3/2/2022-7/2/2025
Compliance Bond	Seguros America	RC-001316-0	7/16/2024-7/16/2025
Compliance Bond	Seguros Bolívar	1000170829601	4/22/2023-10/22/2026
Compliance Bond	Seguros Del Estado	18-45-101133179	1/22/2021-12/12/2025
Compliance Bond	Seguros Mundial	NB-100332193	3/5/2024-9/10/2027
Compliance Bond	Zurich	SEPL-4326652-1	4/4/2019-3/2/2026
Compliance Bond	Zurich	SDPL-158922460-1	8/1/2024-8/1/2025
Compliance Bond	Zurich	SDPL-135266256-1	3/15/2024-3/15/2025
Cyber & Media/Advertising Liability	AIG Specialty Ins Co. (Primary)	Primary Cyber - 03-960-78-12	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	Allianz Global Risk US Ins Co.	9th Excess - USF05397424	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	ARCH Specialty Ins Co.	1st Excess - NPL006642504	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	Arch Speciatly Insurance Co.	4th Excess - NPL0067913-02	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	AXA XL - Indian Harbor Insurance Company	8th Excess - MTE9034704 07	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	Axis Excess Insurance Policy	7th Excess - P-001-000333279-05	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	Beazley Group	3rd Excess - W3211D240301	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	Crum & Forster Specialty	2nd Excess - CYB-107249	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	Landmark American Insurance Co	5th Excess - LHZ857262	04/15/2024-04/15/2025

Type of Policy Coverage	Insurance Carrier	Policy Number	Policy Term
Cyber & Media/Advertising Liability	Liberty Surplus Insurance Corporation	6th Excess - EO5CAC0SMC001	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	Lloyd's of London	2nd Excess - B0572MR246812	04/15/2024-04/15/2025
Directors & Officers Liability	AIG - National Union Fire Insurance Company	13th Excess - 01-073-57-40	08/01/2024-08/01/2025
Directors & Officers Liability	Argonaut Insurance Company	6th Excess - MLX4289383-0	08/01/2024-08/01/2025
Directors & Officers Liability	Ascot Specialty Insurance Company	11th Excess - MLXS2410000057-04	08/01/2024-08/01/2025
Directors & Officers Liability	Atlantic Specialty Insurance Company	4th Excess - MMX-05729-24	08/01/2024-08/01/2025
Directors & Officers Liability	AXA XL (XL Specialty Insurance Company)	1st Excess - ELU190026-24	08/01/2024-08/01/2025
Directors & Officers Liability	AXA XL (XL Specialty Insurance Company)	7th Excess - ELU198864-24	08/01/2024-08/01/2025
Directors & Officers Liability	AXA XL (XL Specialty Insurance Company)	16th Excess - ELU198865-24	08/01/2024-08/01/2025
Directors & Officers Liability	Berkley Insurance Company	14th Excess - BPRO8109270	08/01/2024-08/01/2025
Directors & Officers Liability	Berkshire Hathaway	8th Excess - 47-EPC-311026-04	08/01/2024-08/01/2025
Directors & Officers Liability	Brit (Lloyds of London)	10th Excess - B0713SPRWR2400010	08/01/2024-08/01/2025
Directors & Officers Liability	Convex Insurance UK Limited	9th Excess - DOC 3061705-01	08/01/2024-08/01/2025
Directors & Officers Liability	Convex Insurance UK Limited (QBE)	2nd Excess - XDO000069-0824	08/01/2024-08/01/2025
Directors & Officers Liability	Freedom Specialty Insurance	12th Excess - XMF2409586	08/01/2024-08/01/2025
Directors & Officers Liability	Hartford (Primary)	Primary - 10 DA 0279069-24	08/01/2024-08/01/2025
Directors & Officers Liability	HDI Global Insurance Company (Falcon)	3rd Excess - XS POL 80001 MU 05 23	08/01/2024-08/01/2025
Directors & Officers Liability	Old Republic Insurance Company	15th Excess - ORPRO 12 105380	08/01/2024-08/01/2025

Type of Policy Coverage	Insurance Carrier	Policy Number	Policy Term
Directors & Officers Liability	Sompo (Endurance Assurance Corp)	5th Excess - DOX10004968909	08/01/2024-08/01/2025
Directors & Officers Liability	Southern Insurance Company	3rd Excess - ANV162490A	08/01/2024-08/01/2025
Directors & Officers Liability	Starstone Specialty Insurance Company	4th Excess - DNO00162037P-00	08/01/2024-08/01/2025
Directors & Officers Liability	The Hartford Premier Excess Policy	17th Excess - UX00H00300 0815	08/01/2024-08/01/2025
Directors & Officers Liability	Westfield Insurance Company	6th Excess - XSD 00001 0222	08/01/2024-08/01/2025
Employment Practices Liability	CNA ; Continental Casualty Company	652528416	05/26/2024-05/26/2025
Employment Practices Liability	Hartford	10 GT 0290393-24	05/26/2024-05/26/2025
Employment Practices Liability	Hartford	EP00H00302 0408	05/26/2024-05/26/2025
Excess War Third Party Liability	Lloyd's of London and other Licensed Companies per One Global	ONEAV2466877	07/01/2024-07/01/2025
Extracontractual Civil Liability	Berkley Colombia Seguros	22853	6/10/2024-6/10/2025
Extracontractual Civil Liability	Berkley Colombia Seguros	18867/1	1/11/2023-1/12/2025
Extracontractual Civil Liability	Grupo Mexicano De Seguros	7006284	07/24/2024-07/24/2025
Extracontractual Civil Liability	Grupo Mexicano De Seguros	7001076	12/27/2023-12/27/2024
Extracontractual Civil Liability	Grupo Mexicano De Seguros	7001077	12/27/2023-12/27/2024
Extracontractual Civil Liability	Instituto Nacional De Seguros	7.1339E+12	2/4/2024-2/28/2025
Extracontractual Civil Liability	Jmalucelli Travelers Seguros S.A.	79578	7/17/2024-7/17/2025
Extracontractual Civil Liability	Seguros America	IN-010122-0	7/16/2024-7/16/2025
Extracontractual Civil Liability	Seguros Del Estado	18-40-101051636	1/22/2021-8/12/2025
Extracontractual Civil Liability	Zurich	LBCO-18234106-1	12/31/2023-8/31/2025
Fiduciary Liability	Chubb	DOX G71214424 002	05/26/2024-05/26/2025
Fiduciary Liability	Hartford	10 IA 0322602-24	05/26/2024-05/26/2025
Fiduciary Liability	Hartford	UX00H00300 0815	05/26/2024-05/26/2025
Fiduciary Liability	RLI Insurance Company	EPG0032741	05/26/2024-05/26/2025

Type of Policy Coverage	Insurance Carrier	Policy Number	Policy Term
Flood	Selective Insurance Company of SE	FLD1726287	12/01/2023-11/30/2024
Flood	Selective Insurance Company of SE	FLD1726436	12/01/2023-11/30/2024
Hull War, Hi-Jacking, and other Perils	Lloyd's of London and other Licensed Companies per One Global	ONEAV2266877	07/01/2024-07/01/2025
Hull, Liability, and War	Allianz Global Risks US Insurance Company	A1AL000139324AM	07/01/2024-07/01/2025
Hull, Liability, and War	HDI Global Specialty	ONE22HC0A1	07/01/2024-07/01/2025
Hull, Liability, and War	Member Companies of La Reunion Aerieenne	P120068	07/01/2024-07/01/2025
Hull, Liability, and War	Sirius International Insurance Corporation	IDAV205853	07/01/2024-07/01/2025
Hull, Liability, and War	Starr Surplus Lines Insurance Company per Starr Aviation Agency, Inc.	1000189300-04	07/01/2024-07/01/2025
Hull, Liability, and War	Underwriters at Lloyd's of London and other Licensed Companies per OneGlobal Broking, Ltd.	ONEAV2266876	07/01/2024-07/01/2025
International (Foreign) Package Program	AIG - WorldSource	WS11011076	11/30/2023-11/30/2024
Lease	Berkley	71983	10/17/2023-10/17/2024
Lease	Berkley Colombia Seguros	78909	6/10/2024-6/10/2025
Lease	Berkley Colombia Seguros	74535	1/1/2023-1/1/2025
Locally Admitted Policy	Great American Insurance	AVA-F-297	12/18/2023-12/18/2024
Other	Charles F. Engel And Associates LLC.	SA-24-205	7/1/2024-7/1/2025
Other	Charles F. Engel And Associates LLC.	SA-24-150	7/1/2024-7/1/2025
Other	Seguros Equinoccial	B144431.C	12/11/2023-12/11/2024
Other	Sweaden	14993	4/6/2024-4/6/2025
Other	Zurich	SDPL-158919524-1	8/14/2024-8/14/2025
Special Crime	Hiscox / "A XV"/Stable	UKA3023266.24	05/26/2024-05/26/2027
Storage Tank Advantage Pollution Liability	Nautilus Insurance Company (Berkley)	ENV CST 101 A CW 03 18	11/30/2023-11/30/2024

Type of Policy Coverage	Insurance Carrier	Policy Number	Policy Term
Workers' Compensation	ACE American Insurance Company	WLR C68924650 (AZ, CA, MA)	11/30/2023-11/30/2024
Workers' Compensation	ACE Fire Underwriters Insurance Company	CTA G48899158	11/30/2023-11/30/2024
Workers' Compensation	ACE Fire Underwriters Insurance Company	SCF C55520008 (WI)	11/30/2023-11/30/2024
Workers' Compensation	Indemnity Insurance Company of North America (Chubb)	WLR C55519833 (AOS)	11/30/2023-11/30/2024

**Schedule 2**

**Surety Bond Programs**

Surety	Bond No.	Principal	Obligee	Expiration Date	Bond Amount	Bond Description
Arch Insurance	SU1161729	Spirit Airlines, Inc.	John Wayne Airport (SNA), Orange County	11/1/2025	601,629	Use and Lease
Arch Insurance	SU1183128	Spirit Airlines, Inc.	Clark County Department of Aviation	2/28/2025	77,538	Construction bond
Arch Insurance	SU1119386	Spirit Airlines, Inc.	Horry County Department of Airports	4/12/2025	564,170	Use and Lease
Arch Insurance	SU1161737	Spirit Airlines, Inc.	Utah Department of Alcoholic Beverage Control	5/12/2025	1,000	Utah Liquor Authority
Arch Insurance	SU12057170000	Spirit Airlines, Inc.	US Customs and Border Protection - USCBP	9/7/2025	60,000	Domestic Bond (Importer/Broker)
Arch Insurance	SU1161718	Spirit Airlines, Inc.	The State of Austin, Texas	5/22/2025	600,000	Texas Motor Fuel Tax
Arch Insurance	SU1161725	Spirit Airlines, Inc.	Florida Fuel or Pollutants Tax Surety Bond	5/26/2025	100,000	Fuel Tax Bond
Arch Insurance	SU1161720	Spirit Airlines, Inc.	Department of Licensing Fuel Tax Unit WA	5/26/2025	14,348	Fuel Tax Bond
Arch Insurance	SU1161723	Spirit Airlines, Inc.	Tennessee Dept of Revenue (Nashville)	5/26/2025	1,000	Motor Fuel Tax bond
Arch Insurance	SU1161722	Spirit Airlines, Inc.	North Carolina Fuel Tax	5/26/2025	500	Motor Fuel Tax bond
Arch Insurance	SU1161721	Spirit Airlines, Inc.	Maryland Fuel Tax	5/31/2025	5,000	Motor Fuel Tax bond
Arch Insurance	SU11951230000	Spirit Airlines, Inc.	US Customs and Border Protection - USCBP	6/21/2025	9,200,000	International Bond - Customs
Arch Insurance	SU1161726	Spirit Airlines, Inc.	Connecticut Fuel Tax	6/30/2025	5,000	Motor Fuel Tax bond
Arch Insurance	SU1161730	Spirit Airlines, Inc.	St. Louis Lambert Intl Airport (STL)	6/30/2025	75,000	Use and Lease
Arch Insurance	SU1161717	Spirit Airlines, Inc.	Hanover New York Liquor Authority	6/30/2026	1,000	New York Liquor Authority



<b>Surety</b>	<b>Bond No.</b>	<b>Principal</b>	<b>Obligee</b>	<b>Expiration Date</b>	<b>Bond Amount</b>	<b>Bond Description</b>
Arch Insurance	SU1161736	Spirit Airlines, Inc.	The Puerto Rico Ports Authority	4/1/2027	9,441	Use and Lease
Mapfre-La Centro Americana	031-0846	Spirit Airlines, Inc.	Autoridad de Aviacion Civil (AAC)	11/1/2024	42,918	Airport Usage Fee
Sweaden Compania de Seguros S.A.	0014993	Spirit Airlines, Inc.	Direccion General de Aviacion - Ecuador	4/6/2025	30,000	International Bond
Zurich	SDPL-135266256-1	Spirit Airlines, Inc.	Aeronautica Civil - Colombia - Unidad Administrativa de Aeronautica Civil	3/15/2025	554,015	International Bond

**Exhibit B**

**Proposed Final Order**

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

**In re:**

**SPIRIT AIRLINES, INC., *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

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

**(Joint Administration Requested)**

**FINAL ORDER AUTHORIZING (I) THE DEBTORS TO  
(A) CONTINUE AND RENEW THEIR LIABILITY, PROPERTY, CASUALTY,  
SURETY BOND, AND OTHER CORPORATE INSURANCE PROGRAMS,  
AND HONOR ALL OBLIGATIONS IN RESPECT THEREOF AND (B) ENTER  
INTO NEW PREMIUM FINANCING AGREEMENTS AND (II) FINANCIAL  
INSTITUTIONS TO HONOR AND PROCESS RELATED CHECKS AND TRANSFERS**

Upon the motion (the “**Motion**”)<sup>2</sup> of Spirit Airlines, Inc. and its affiliates (collectively, the “**Debtors**”), each of which is a debtor and debtor in possession in the above-captioned Chapter 11 Cases, for entry of interim and final orders, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, (a) authorizing, but not directing, the Debtors to (i) maintain, continue, review, purchase, renew, extend, obtain, and otherwise modify in their sole discretion, their various Insurance and Surety Bond Programs (including those Corporate Insurance Programs and Surety Bond Programs listed on **Schedule 1** and **Schedule 2**, respectively, annexed hereto) on an uninterrupted basis and in accordance with the same practices and procedures as were in effect before the Petition Date, (ii) satisfy all Insurance Obligations and Surety Bond Obligations, whether due and payable before, on, or after the Petition Date, and (iii)

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<sup>1</sup> The Debtors’ names and last four digits of their respective employer identification numbers are as follows: Spirit Airlines Inc. (7023); Spirit Finance Cayman 1 Ltd. (7020); Spirit Finance Cayman 2 Ltd. (7362); Spirit IP Cayman Ltd. (4732); and Spirit Loyalty Cayman Ltd. (4752). 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 them in the Motion.

enter into new Premium Financing Agreements and (b) authorizing the applicable financial institutions to receive, process, honor, and pay all checks or wire transfers used by the Debtors to fund the foregoing, as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.); and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases and related proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the First Day Declaration; and the Court having held a hearing, if necessary, to consider the relief requested in the Motion on a final basis (the “**Hearing**”); and the Court having determined that the legal and factual bases set forth in the Motion and the First Day Declaration and at the Hearing, if any, establish just cause for the relief granted herein; and the Court having found that the relief requested in the Motion represents a sound exercise of the Debtors’ business judgment, and is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and all objections and reservations of rights filed or asserted in respect of the Motion, if any, having been withdrawn, resolved, or overruled with prejudice; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on a final basis and as set forth herein (this “**Order**”).

2. The Debtors are authorized, but not directed, to maintain and continue, in their sole discretion, their Insurance and Surety Bond Programs without interruption and in accordance with the same practices and procedures as were in effect prior to the Petition Date.

3. The Debtors are authorized, but not directed, to satisfy, in their sole discretion, the Insurance and Surety Bond Obligations that may be owed in connection with the Insurance and Surety Bond Programs, whether due and payable before, on, or after the Petition Date.

4. The Debtors are authorized, but not directed, to renew or obtain, in their sole discretion, new insurance policies or Surety Bonds or execute other agreements in connection with their Insurance and Surety Bond Programs in accordance with the same practices and procedures as were in effect prior to the Petition Date, including upon the expiration or termination of any Insurance Program or Surety Bond Program.

5. Notwithstanding anything to the contrary in the Insurance and Surety Bond Programs, in the event the Debtors default under the terms of any Insurance and Surety Bond Program, the applicable Carrier or the Surety shall not cancel any of the Debtors' insurance policies or Surety Bonds without first providing (a) notice of such default in writing by overnight mail to (i) the Debtors, (ii) their counsel, (iii) counsel to the Ad Hoc Group of Senior Secured Noteholders, (iv) counsel to any statutory committee appointed in the Chapter 11 Cases, and (v) the U.S. Trustee and (b) the Debtors with at least ten business days to cure such default. If the Debtors fail to cure the default within that time, then the applicable Carrier or the Surety may, in accordance with the terms of any applicable Insurance and Surety Bond Program, seek relief from the Court to exercise any and all of their rights thereunder.

6. All applicable banks and other financial institutions are hereby authorized to receive, process, honor, and pay any and all checks, drafts, wires, check transfer requests, or

automated clearinghouse transfers evidencing amounts paid by the Debtors under this Order whether presented prior to, on, or after the Petition Date. Such banks and financial institutions are authorized to rely on any Debtor's representations as to which checks are issued or authorized to be paid pursuant to this Order without any duty of further inquiry and without liability for following a Debtors' instructions.

7. The Debtors are authorized, but not required, to (a) issue new post-petition checks or effect new fund transfers (in each case, in their sole discretion) for the Insurance and Surety Bond Obligations and to replace any prepetition checks or fund transfer requests that may be dishonored or rejected and (b) reimburse the Carriers, the Sureties, the Brokers, the Administrator, or the applicable payee, as the case may be, for any fees or costs incurred by them in connection with a dishonored or voided check or funds transfer.

8. The Debtors are authorized, but not directed, to enter into Premium Financing Agreements and grant security interests thereunder in the ordinary course of business and shall promptly notify counsel to the Ad Hoc Group of Senior Secured Noteholders of any such entry into new Premium Financing Agreements.

9. Nothing in this Order or any action taken by any Debtor in furtherance of the implementation hereof shall be deemed to constitute an assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code, and all of the Debtors' rights with respect to such matters are expressly reserved.

10. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall (a) create, nor is it intended to create, any rights in favor of, or enhance the status of any claim held by, any person or entity or (b) be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

11. Nothing in this Order nor any Debtor's payment of claims pursuant to this Order shall be construed as or deemed to constitute (a) an agreement or admission by any Debtor as to the amount, priority, character, or validity of any claim against any Debtor on any grounds, (b) a grant of third-party beneficiary status or bestowal of any additional rights on any third party, (c) a waiver or impairment of any rights, claims, or defenses of any Debtor's or any party in interest's rights to dispute the amount, priority, character, or validity of any claim on any grounds, whether under bankruptcy or non-bankruptcy law, (d) a promise by any Debtor to pay any claim, (e) an implication or admission by any Debtor that such claim is payable pursuant to this Order, or (f) a waiver of any Debtor's or any party in interest's right to contest any Lien or Interest and efforts to exercise associated remedies during the Chapter 11 Cases.

12. Notwithstanding Bankruptcy Rule 6004, this Order shall be effective and enforceable immediately upon its entry.

13. The Debtors are authorized to take any action they deem necessary or appropriate to implement and effectuate the terms of, and the relief granted in, this Order without seeking further order of the Court.

14. The Court retains jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Order.

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

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

**Schedule 1**

**Corporate Insurance Programs**



Type of Policy Coverage	Insurance Carrier	Policy Number	Policy Term
All Risk Property and Business Interruption	AIG - American Home Assurance Co.	025032576	11/30/2023-11/30/2024
Commercial Auto Liability and Physical Damage	Indemnity Insurance Company of North America (Chubb)	CALH10818254	11/30/2023-11/30/2024
Commercial Crime	AXA XL	Primary - ELU187133-22	11/30/2023-11/30/2024
Commercial Crime	Axis Ins. Co.	Excess - P-001-000470585-03	11/30/2023-11/30/2024
Compliance Bond	Berkley	74834	2/25/2024-2/25/2025
Compliance Bond	Berkley	74832	3/1/2024-3/1/2025
Compliance Bond	Berkley Colombia Seguros	64422	3/1/2023-4/1/2028
Compliance Bond	Jmalucelli Travelers Seguros S.A.	2038480	3/2/2022-7/2/2025
Compliance Bond	Seguros America	RC-001316-0	7/16/2024-7/16/2025
Compliance Bond	Seguros Bolívar	1000170829601	4/22/2023-10/22/2026
Compliance Bond	Seguros Del Estado	18-45-101133179	1/22/2021-12/12/2025
Compliance Bond	Seguros Mundial	NB-100332193	3/5/2024-9/10/2027
Compliance Bond	Zurich	SEPL-4326652-1	4/4/2019-3/2/2026
Compliance Bond	Zurich	SDPL-158922460-1	8/1/2024-8/1/2025
Compliance Bond	Zurich	SDPL-135266256-1	3/15/2024-3/15/2025
Cyber & Media/Advertising Liability	AIG Specialty Ins Co. (Primary)	Primary Cyber - 03-960-78-12	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	Allianz Global Risk US Ins Co.	9th Excess - USF05397424	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	ARCH Specialty Ins Co.	1st Excess - NPL006642504	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	Arch Speciatly Insurance Co.	4th Excess - NPL0067913-02	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	AXA XL - Indian Harbor Insurance Company	8th Excess - MTE9034704 07	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	Axis Excess Insurance Policy	7th Excess - P-001-000333279-05	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	Beazley Group	3rd Excess - W3211D240301	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	Crum & Forster Specialty	2nd Excess - CYB-107249	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	Landmark American Insurance Co	5th Excess - LHZ857262	04/15/2024-04/15/2025

Type of Policy Coverage	Insurance Carrier	Policy Number	Policy Term
Cyber & Media/Advertising Liability	Liberty Surplus Insurance Corporation	6th Excess - EO5CAC0SMC001	04/15/2024-04/15/2025
Cyber & Media/Advertising Liability	Lloyd's of London	2nd Excess - B0572MR246812	04/15/2024-04/15/2025
Directors & Officers Liability	AIG - National Union Fire Insurance Company	13th Excess - 01-073-57-40	08/01/2024-08/01/2025
Directors & Officers Liability	Argonaut Insurance Company	6th Excess - MLX4289383-0	08/01/2024-08/01/2025
Directors & Officers Liability	Ascot Specialty Insurance Company	11th Excess - MLXS2410000057-04	08/01/2024-08/01/2025
Directors & Officers Liability	Atlantic Specialty Insurance Company	4th Excess - MMX-05729-24	08/01/2024-08/01/2025
Directors & Officers Liability	AXA XL (XL Specialty Insurance Company)	1st Excess - ELU190026-24	08/01/2024-08/01/2025
Directors & Officers Liability	AXA XL (XL Specialty Insurance Company)	7th Excess - ELU198864-24	08/01/2024-08/01/2025
Directors & Officers Liability	AXA XL (XL Specialty Insurance Company)	16th Excess - ELU198865-24	08/01/2024-08/01/2025
Directors & Officers Liability	Berkley Insurance Company	14th Excess - BPRO8109270	08/01/2024-08/01/2025
Directors & Officers Liability	Berkshire Hathaway	8th Excess - 47-EPC-311026-04	08/01/2024-08/01/2025
Directors & Officers Liability	Brit (Lloyds of London)	10th Excess - B0713SPRWR2400010	08/01/2024-08/01/2025
Directors & Officers Liability	Convex Insurance UK Limited	9th Excess - DOC 3061705-01	08/01/2024-08/01/2025
Directors & Officers Liability	Convex Insurance UK Limited (QBE)	2nd Excess - XDO000069-0824	08/01/2024-08/01/2025
Directors & Officers Liability	Freedom Specialty Insurance	12th Excess - XMF2409586	08/01/2024-08/01/2025
Directors & Officers Liability	Hartford (Primary)	Primary - 10 DA 0279069-24	08/01/2024-08/01/2025
Directors & Officers Liability	HDI Global Insurance Company (Falcon)	3rd Excess - XS POL 80001 MU 05 23	08/01/2024-08/01/2025
Directors & Officers Liability	Old Republic Insurance Company	15th Excess - ORPRO 12 105380	08/01/2024-08/01/2025

Type of Policy Coverage	Insurance Carrier	Policy Number	Policy Term
Directors & Officers Liability	Sompo (Endurance Assurance Corp)	5th Excess - DOX10004968909	08/01/2024-08/01/2025
Directors & Officers Liability	Southern Insurance Company	3rd Excess - ANV162490A	08/01/2024-08/01/2025
Directors & Officers Liability	Starstone Specialty Insurance Company	4th Excess - DNO00162037P-00	08/01/2024-08/01/2025
Directors & Officers Liability	The Hartford Premier Excess Policy	17th Excess - UX00H00300 0815	08/01/2024-08/01/2025
Directors & Officers Liability	Westfield Insurance Company	6th Excess - XSD 00001 0222	08/01/2024-08/01/2025
Employment Practices Liability	CNA ; Continental Casualty Company	652528416	05/26/2024-05/26/2025
Employment Practices Liability	Hartford	10 GT 0290393-24	05/26/2024-05/26/2025
Employment Practices Liability	Hartford	EP00H00302 0408	05/26/2024-05/26/2025
Excess War Third Party Liability	Lloyd's of London and other Licensed Companies per One Global	ONEAV2466877	07/01/2024-07/01/2025
Extracontractual Civil Liability	Berkley Colombia Seguros	22853	6/10/2024-6/10/2025
Extracontractual Civil Liability	Berkley Colombia Seguros	18867/1	1/11/2023-1/12/2025
Extracontractual Civil Liability	Grupo Mexicano De Seguros	7006284	07/24/2024-07/24/2025
Extracontractual Civil Liability	Grupo Mexicano De Seguros	7001076	12/27/2023-12/27/2024
Extracontractual Civil Liability	Grupo Mexicano De Seguros	7001077	12/27/2023-12/27/2024
Extracontractual Civil Liability	Instituto Nacional De Seguros	7.1339E+12	2/4/2024-2/28/2025
Extracontractual Civil Liability	Jmalucelli Travelers Seguros S.A.	79578	7/17/2024-7/17/2025
Extracontractual Civil Liability	Seguros America	IN-010122-0	7/16/2024-7/16/2025
Extracontractual Civil Liability	Seguros Del Estado	18-40-101051636	1/22/2021-8/12/2025
Extracontractual Civil Liability	Zurich	LBCO-18234106-1	12/31/2023-8/31/2025
Fiduciary Liability	Chubb	DOX G71214424 002	05/26/2024-05/26/2025
Fiduciary Liability	Hartford	10 IA 0322602-24	05/26/2024-05/26/2025
Fiduciary Liability	Hartford	UX00H00300 0815	05/26/2024-05/26/2025
Fiduciary Liability	RLI Insurance Company	EPG0032741	05/26/2024-05/26/2025

Type of Policy Coverage	Insurance Carrier	Policy Number	Policy Term
Flood	Selective Insurance Company of SE	FLD1726287	12/01/2023-11/30/2024
Flood	Selective Insurance Company of SE	FLD1726436	12/01/2023-11/30/2024
Hull War, Hi-Jacking, and other Perils	Lloyd's of London and other Licensed Companies per One Global	ONEAV2266877	07/01/2024-07/01/2025
Hull, Liability, and War	Allianz Global Risks US Insurance Company	A1AL000139324AM	07/01/2024-07/01/2025
Hull, Liability, and War	HDI Global Specialty	ONE22HC0A1	07/01/2024-07/01/2025
Hull, Liability, and War	Member Companies of La Reunion Aerieenne	P120068	07/01/2024-07/01/2025
Hull, Liability, and War	Sirius International Insurance Corporation	IDAV205853	07/01/2024-07/01/2025
Hull, Liability, and War	Starr Surplus Lines Insurance Company per Starr Aviation Agency, Inc.	1000189300-04	07/01/2024-07/01/2025
Hull, Liability, and War	Underwriters at Lloyd's of London and other Licensed Companies per OneGlobal Broking, Ltd.	ONEAV2266876	07/01/2024-07/01/2025
International (Foreign) Package Program	AIG - WorldSource	WS11011076	11/30/2023-11/30/2024
Lease	Berkley	71983	10/17/2023-10/17/2024
Lease	Berkley Colombia Seguros	78909	6/10/2024-6/10/2025
Lease	Berkley Colombia Seguros	74535	1/1/2023-1/1/2025
Locally Admitted Policy	Great American Insurance	AVA-F-297	12/18/2023-12/18/2024
Other	Charles F. Engel And Associates LLC.	SA-24-205	7/1/2024-7/1/2025
Other	Charles F. Engel And Associates LLC.	SA-24-150	7/1/2024-7/1/2025
Other	Seguros Equinoccial	B144431.C	12/11/2023-12/11/2024
Other	Sweaden	14993	4/6/2024-4/6/2025
Other	Zurich	SDPL-158919524-1	8/14/2024-8/14/2025
Special Crime	Hiscox / "A XV"/Stable	UKA3023266.24	05/26/2024-05/26/2027
Storage Tank Advantage Pollution Liability	Nautilus Insurance Company (Berkley)	ENV CST 101 A CW 03 18	11/30/2023-11/30/2024

<b>Type of Policy Coverage</b>	<b>Insurance Carrier</b>	<b>Policy Number</b>	<b>Policy Term</b>
Workers' Compensation	ACE American Insurance Company	WLR C68924650 (AZ, CA, MA)	11/30/2023-11/30/2024
Workers' Compensation	ACE Fire Underwriters Insurance Company	CTA G48899158	11/30/2023-11/30/2024
Workers' Compensation	ACE Fire Underwriters Insurance Company	SCF C55520008 (WI)	11/30/2023-11/30/2024
Workers' Compensation	Indemnity Insurance Company of North America (Chubb)	WLR C55519833 (AOS)	11/30/2023-11/30/2024

**Schedule 2**

**Surety Bond Programs**

Surety	Bond No.	Principal	Obligee	Expiration Date	Bond Amount	Bond Description
Arch Insurance	SU1161729	Spirit Airlines, Inc.	John Wayne Airport (SNA), Orange County	11/1/2025	601,629	Use and Lease
Arch Insurance	SU1183128	Spirit Airlines, Inc.	Clark County Department of Aviation	2/28/2025	77,538	Construction bond
Arch Insurance	SU1119386	Spirit Airlines, Inc.	Horry County Department of Airports	4/12/2025	564,170	Use and Lease
Arch Insurance	SU1161737	Spirit Airlines, Inc.	Utah Department of Alcoholic Beverage Control	5/12/2025	1,000	Utah Liquor Authority
Arch Insurance	SU12057170000	Spirit Airlines, Inc.	US Customs and Border Protection - USCBP	9/7/2025	60,000	Domestic Bond (Importer/Broker)
Arch Insurance	SU1161718	Spirit Airlines, Inc.	The State of Austin, Texas	5/22/2025	600,000	Texas Motor Fuel Tax
Arch Insurance	SU1161725	Spirit Airlines, Inc.	Florida Fuel or Pollutants Tax Surety Bond	5/26/2025	100,000	Fuel Tax Bond
Arch Insurance	SU1161720	Spirit Airlines, Inc.	Department of Licensing Fuel Tax Unit WA	5/26/2025	14,348	Fuel Tax Bond
Arch Insurance	SU1161723	Spirit Airlines, Inc.	Tennessee Dept of Revenue (Nashville)	5/26/2025	1,000	Motor Fuel Tax bond
Arch Insurance	SU1161722	Spirit Airlines, Inc.	North Carolina Fuel Tax	5/26/2025	500	Motor Fuel Tax bond
Arch Insurance	SU1161721	Spirit Airlines, Inc.	Maryland Fuel Tax	5/31/2025	5,000	Motor Fuel Tax bond
Arch Insurance	SU11951230000	Spirit Airlines, Inc.	US Customs and Border Protection - USCBP	6/21/2025	9,200,000	International Bond - Customs
Arch Insurance	SU1161726	Spirit Airlines, Inc.	Connecticut Fuel Tax	6/30/2025	5,000	Motor Fuel Tax bond
Arch Insurance	SU1161730	Spirit Airlines, Inc.	St. Louis Lambert Intl Airport (STL)	6/30/2025	75,000	Use and Lease
Arch Insurance	SU1161717	Spirit Airlines, Inc.	Hanover New York Liquor Authority	6/30/2026	1,000	New York Liquor Authority

<b>Surety</b>	<b>Bond No.</b>	<b>Principal</b>	<b>Obligee</b>	<b>Expiration Date</b>	<b>Bond Amount</b>	<b>Bond Description</b>
Arch Insurance	SU1161736	Spirit Airlines, Inc.	The Puerto Rico Ports Authority	4/1/2027	9,441	Use and Lease
Mapfre-La Centro Americana	031-0846	Spirit Airlines, Inc.	Autoridad de Aviacion Civil (AAC)	11/1/2024	42,918	Airport Usage Fee
Sweaden Compania de Seguros S.A.	0014993	Spirit Airlines, Inc.	Direccion General de Aviacion - Ecuador	4/6/2025	30,000	International Bond
Zurich	SDPL-135266256-1	Spirit Airlines, Inc.	Aeronautica Civil - Colombia - Unidad Administrativa de Aeronautica Civil	3/15/2025	554,015	International Bond