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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
SPIRIT AIRLINES, INC.,	**Case No. 24-11988 (SHL)**
Debtor.[1]	

MOTION OF DEBTORS FOR ENTRY OF INTERIM AND FINAL ORDERS, PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, 506, 507, AND 552, (I) AUTHORIZING THE DEBTORS, UPON ENTRY OF THE FINAL ORDER, TO OBTAIN SENIOR SECURED SUPERPRIORITY POST-PETITION FINANCING, (II) AUTHORIZING THE DEBTORS' USE OF ANY CASH COLLATERAL, (III) PROVIDING ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES, (IV) SCHEDULING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF

Spirit Airlines, Inc. (the "**Debtor**" and, together with its affiliates, collectively, the "**Debtors**,"[2] "**Spirit**," or the "**Company**"), the debtor and debtor in possession in the above-

[1] The last four digits of the Debtor's employer identification number is 7023. The address of the Debtor's corporate headquarters is 1731 Radiant Drive, Dania Beach, FL 33004.

[2] 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 draft 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 Debtors for Entry of Interim and Final Orders, Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, 506, 507, and 552, (I) Authorizing the Debtors, Upon Entry of the Final Order, to Obtain Senior Secured Superpriority Post-Petition Financing, (II) Authorizing the Debtors' Use of Cash Collateral, (III) Providing Adequate Protection to Prepetition Secured Parties, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (this "**Motion**").[3] This Motion is supported by the (a) *Declaration of Bruce Mendelsohn in Support of Debtors' Motion for Entry of Interim and Final Orders, Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, 506, 507, and 552, (I) Authorizing the Debtors, Upon Entry of the Final Order, to Obtain Senior Secured Superpriority Post-Petition Financing, (II) Authorizing the Debtors' Use of Cash Collateral, (III) Providing Adequate Protection to Prepetition Secured Parties, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "**DIP Declaration**"), attached hereto as **Exhibit A**, and the (b) *Declaration of Fred Cromer in Support of the Chapter 11 Proceedings and First Day Pleadings* (the "**First Day Declaration**" and, together with the DIP Declaration, the "**Declarations**"), each filed contemporaneously herewith and incorporated herein by reference. In further support of this Motion, the Debtors respectfully state as follows:

Relief Requested

1. By this Motion, and pursuant to sections 105, 361, 362, 363(b), 363(c)(2), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1), 364(e), 503, 506(c), 507, and 552 of title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002, 4001, 6003, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), and Rule 9014 of the Local Bankruptcy Rules

[3] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the First Day Declaration or the DIP Documents (as defined herein), as applicable.

for the Southern District of New York (the "**Local Rules**"), the Debtors seek entry of interim and final orders (the "**Proposed Orders**") including the proposed interim order (the "**Proposed Interim Order**") substantially in the form attached hereto as **Exhibit B**, granting the following relief:

a. authorizing the Debtors to use the proceeds of the Prepetition Collateral (as defined herein), including any Cash Collateral (as defined herein) of the Prepetition Secured Parties (as defined herein), in accordance with the terms of the Proposed Interim Order, to provide working capital for, and for other general corporate purposes of, the Debtors, including for funding the Carve Out (as defined herein) and payment of any Adequate Protection Obligations (as defined herein);

b. authorizing the Debtors to incur the Put Option Premium (as defined in the DIP Term Sheet), which Put Option Premium shall be fully earned and irrevocable as of the entry of the Interim Order and payable in the form and at the times set forth in the DIP Documents;

c. granting adequate protection to the Prepetition RCF Secured Parties (as defined herein) and the Prepetition Secured Notes Parties (as defined in the Proposed Interim Order);

d. subject to the terms of the Interim Order, authorization for the Prepetition Secured Parties to terminate their consent to the use of any Cash Collateral upon the occurrence and during the continuance of a Termination Event (as defined in the Proposed Interim Order);

e. granting the modification of the automatic stay imposed pursuant to Bankruptcy Code section 362 to the extent necessary to implement and effectuate the terms of the Proposed Interim Order;

f. pursuant to Bankruptcy Rule 4001, that an interim hearing (the "**Interim Hearing**") on the Motion be held before this Court to consider entry the Proposed Interim Order; and

g. that this Court schedule a final hearing (the "**Final Hearing**") to consider entry of the Proposed Final Order authorizing and approving, on a final basis, among other things, the Debtors' entry into the DIP Facility, the fundings under the DIP Facility, the continued use of any Cash Collateral of the Prepetition Secured Parties and granting adequate protection, in each case, as described in the Motion;

and the proposed final order (the "**Proposed Final Order**"), granting the following relief:

a. authorizing the Spirit Inc. Debtor, as borrower (the "**Borrower**"), to obtain

postpetition financing, and for each of the other Debtors to guarantee unconditionally, as guarantors (the "**Guarantors**"), on a joint and several basis, the Borrower's obligations in connection with a senior secured non-amortizing superpriority priming debtor in possession facility (the "**DIP Facility**"), comprised of (i) new money term loans (the "**DIP Loans**"), which DIP Loans shall be provided and funded through Barclays Bank PLC as fronting lender (the "**Fronting Lender**") in accordance with the terms of the DIP Term Sheet and the Fronting Fee Letter (as defined in the DIP Term Sheet), and subsequently assigned to certain of the Prepetition Secured Noteholders (as defined herein) and certain of the Prepetition Convertible Noteholders (as defined in the DIP Term Sheet) and/or their respective affiliates (collectively, the "**DIP Creditors**" and, the commitments to fund the DIP Loans, the "**DIP Loan Commitments**")[4]; and (ii) new money notes (the "**DIP Notes**") to be purchased by certain of the Prepetition Secured Noteholders and certain of the Prepetition Convertible Noteholders and/or their respective affiliates (collectively, the "**DIP Note Purchasers**" and, the commitments to purchase the DIP Notes, the "**DIP Note Commitments**"), pursuant to the terms and conditions of the Proposed Interim Order, the Proposed Final Order and the DIP Documents (as defined herein), including that certain *Senior Secured Debtor in Possession Facility Term Sheet* (as amended, supplemented or otherwise modified from time to time in accordance with its terms and the terms of the Proposed Interim Order, the "**DIP Term Sheet**"), attached to the DIP Commitment Letter (as defined herein) as **Exhibit A**, and, collectively with the schedules and exhibits attached thereto, all other DIP Facility Documents (as defined in the DIP Term Sheet), (and all agreements, documents, instruments and/or amendments executed and delivered in connection therewith, the "**DIP Documents**") among the DIP Creditors, the DIP Note Purchasers and Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent (in such capacities, the "**DIP Facility Agent**" and, collectively with the DIP Creditors and the DIP Note Purchasers, the "**DIP Secured Parties**");

b. authorizing the Debtors to enter into the DIP Documents, including the Fronting Fee Letter and any and all other documents related to the fronting or seasoning of the DIP Loans, and to perform their respective obligations thereunder and all such other and further acts as may be necessary, appropriate or desirable in connection with the DIP Documents;

c. authorizing the Debtors to use the proceeds of the DIP Commitments and the Prepetition Collateral (as defined herein), including any Cash Collateral (as defined herein) of the Prepetition Secured Parties (as defined herein), in accordance with the terms hereof, to pay fees and interest under the DIP

[4] So long as the Fronting Lender is a holder of DIP Loans, the Fronting Lender shall be included in the definition of DIP Creditors.

Facility and to provide working capital for, and for other general corporate purposes of, the Debtors, including for funding the Carve Out (as defined herein) and payment of any Adequate Protection Obligations (as defined herein);

d. authorizing the Debtors to pay (to the extent not so authorized under the Interim Order), on a final and irrevocable basis, the principal, interest, fees, expenses and other amounts payable under the DIP Documents as such become earned, due and payable, including, without limitation the Commitment Fee (as defined in the DIP Term Sheet), agency fees, audit fees, appraisal fees, valuation fees, administrative and collateral agents' fees, and the reasonable and documented fees and disbursements of the DIP Facility Agent's and the other DIP Secured Parties' attorneys, advisors, accountants, appraisers, bankers and other consultants, all to the extent provided in, and in accordance with, the DIP Documents;

e. authorizing the granting to the DIP Facility Agent of automatically perfected, valid, enforceable, non-avoidable and fully-perfected liens and security interests pursuant to Bankruptcy Code sections 364(c)(2) and 364(c)(3) and priming liens pursuant to Bankruptcy Code section 364(d)(1) on the DIP Collateral (as defined herein) and all proceeds thereof, including, subject to entry of the Proposed Final Order granting such relief, Avoidance Proceeds (as defined herein), subject and subordinate only to (i) the Carve Out, (ii) the Permitted Liens (as defined herein), if any, and (iii) in respect of the Prepetition RCF Collateral (as defined herein), the prepetition and postpetition liens and security interests in favor of the Prepetition RCF Secured Parties with respect to the Prepetition RCF Obligations, in each case, on the terms and conditions set forth in the Proposed Interim Order (including the relative priorities set forth on **Exhibit 1** to the Proposed Interim Order) and the DIP Documents (as defined herein), to secure the DIP Obligations;

f. authorizing the granting of superpriority administrative expense claims pursuant to Bankruptcy Code section 364(c)(1) against each of the Debtors' estates to the DIP Facility Agent and the other DIP Secured Parties, with respect to the DIP Obligations (as defined herein) with priority over any and all administrative expenses of any kind or nature, subject and subordinate only to the Carve Out, on the terms and conditions set forth herein and in the DIP Documents;

g. authorizing the waiver of (x) the Debtors' and the estates' rights to surcharge against the DIP Collateral or the Prepetition Collateral pursuant to Bankruptcy Code section 506(c) with respect to the DIP Secured Parties or the Prepetition Secured Parties, (y) the doctrine of "marshalling" and any other similar equitable doctrine with respect to the DIP Collateral and the Prepetition Collateral, and (z) the "equities of the case" exception under Bankruptcy Code 552(b) with respect to the proceeds, products, offsprings

or profits of the Prepetition Collateral, subject in each case to entry of the Proposed Final Order;

h. authorizing the DIP Facility Agent and the other DIP Secured Parties to exercise remedies under the DIP Documents on the terms described herein upon the occurrence and during the continuance of a DIP Termination Event (as defined herein); and

i. authorizing the modification of the automatic stay imposed pursuant to Bankruptcy Code section 362 to the extent necessary to implement and effectuate the terms of the Proposed Interim Order.

Introduction

1. Spirit commenced the Chapter 11 Cases to implement a comprehensive financial restructuring with the support of a supermajority of its Prepetition Secured Noteholders and Prepetition Convertible Noteholders 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 memorialized in a restructuring support agreement (the "**RSA**") among Spirit and the members of the Ad Hoc Secured Notes Group and the Ad Hoc Convertible Noteholders Group. 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.

2. Spirit enters these proceedings with approximately $800 million of cash on balance sheet and does not believe that it requires access to the DIP Facility on an interim basis. However, the Debtors believe that they may require additional liquidity as the Chapter 11 Cases progress. For example, the Debtors' agreement with its largest credit card processor results in hundreds of millions of dollars of chargeback exposure at any given time and requires significant minimum

liquidity reserves in the ordinary course of business.[5] Spirit enters these proceedings with approximately $800 million of cash on balance sheet and does not believe that it requires access to the DIP Facility on an interim basis. However, the Debtors believe that they may require additional liquidity as the Chapter 11 Cases progress. For example, the Debtors' agreement with its largest credit card processor results in hundreds of millions of dollars of chargeback exposure at any given time and requires significant minimum liquidity reserves in the ordinary course of business. In addition, profitability in the airline industry can be volatile, and it is important that Spirit's guests and vendors remain confident that the Company has ample financial resources to navigate its quick trip through the chapter 11 process. Therefore, the Debtors have opted to defer approval of the DIP Facility to a later date to avoid incurring unnecessary financing expenses during the interim period.

3. The Debtors are seeking, subject to entry of the Final Order, authorization to enter into the proposed senior secured non-amortizing superpriority priming debtor in possession DIP Facility in the aggregate principal amount of $300 million, to be funded by certain of the Debtors' prepetition creditors that are party to the RSA. The DIP Facility is fully committed by the DIP Creditors, who have agreed to maintain their commitments without approval of the DIP Facility pursuant to the Interim Order. In order to induce the DIP Creditors to provide their commitments on this basis, the Debtors have agreed to seek approval of the Put Option Premium consisting of $9 million (3% of the DIP Commitments), to be paid in kind under the DIP Facility or in cash if the DIP Facility Documents do not close, at the outset of these cases. The Debtors believe, in their business judgment, that possessing and demonstrating a fully committed $300 million DIP Facility

[5] While this liquidity covenant is *ipso facto* during the Chapter 11 Cases, Spirit nevertheless believes that maintaining a compliant level of liquidity is important for market confidence from Spirit's guests and other stakeholders.

is critical to reassure the broader market, the Debtors' customers, and other key stakeholders that the Debtors are well-capitalized and able to preserve their going concern business, continue to employ their more than 21,000 direct employees and independent contractors, maintain their operations in the ordinary course, and ultimately effectuate a transformative restructuring of their business.

4. Further, the DIP Facility provides for priming of the Prepetition Secured Notes Parties' prepetition liens on a consensual basis (and does not prime the liens securing the RCF Facility), thereby avoiding a potentially value-destructive dispute regarding non-consensual use of Prepetition Collateral and Cash Collateral and the provision of adequate protection. In providing this financing, the DIP Creditors remain aligned in the Debtors' efforts to complete a value-maximizing restructuring.

5. The relief sought on an interim basis is significantly more limited. Spirit Airlines, Inc. is the borrower under a $300 million prepetition revolving credit facility (the "**RCF Facility**") governed by that certain Credit and Guaranty Agreement, dated as of March 30, 2020 (as amended from time to time, the "**Prepetition RCF Credit Agreement**"), among the Debtor, the guarantors from time to time party thereto ("**RCF Guarantors**"), the lenders from time to time party thereto (the "**Prepetition RCF Lenders**"), Citibank, N.A., as administrative agent, and Wilmington Trust, National Association, as collateral agent (the "**Prepetition RCF Agents**"). The RCF Facility was fully drawn as of the Petition Date and is secured by, among other things, certain of the Debtor's engines and spare parts. Spirit Airlines Inc. is also parent guarantor to those certain 8.00% notes due 2025 (the "**Prepetition Secured Notes**") issued pursuant to that certain Indenture originally dated as of September 17, 2020 (as amended by that certain First Supplemental Indenture, dated as of November 17, 2022, as further amended, restated, amended and restated, supplemented or

otherwise modified from time to time (the "**Prepetition Secured Notes Indenture**"), by and among Spirit IP Cayman Ltd. and Spirit Loyalty Cayman Ltd. (collectively, the "**Prepetition Secured Notes Issuers**"), the Debtor, as parent guarantor, the other guarantors from time to time party thereto (together the "**Prepetition Secured Notes Guarantors**") and Wilmington Trust, National Association, as trustee and collateral custodian (in such capacities, the "**Prepetition Secured Notes Trustee**"), for the benefit of the holders of the Prepetition Secured Notes (collectively, the "**Prepetition Secured Noteholders**").[6] Accordingly, the Debtor recognizes that the Prepetition RCF Lenders are appropriate recipients of adequate protection.

6. The sequencing of the relief requested by the Proposed Orders is partially informed by the complex staging of the Debtor's non-debtor subsidiaries' joinder to this Chapter 11 Case. As further described in the First Day Declaration, the Debtor has four non-operating subsidiaries: Spirit Finance Cayman 1 Ltd., Spirit Finance Cayman 2 Ltd., Spirit Loyalty Cayman Ltd., and Spirit IP Cayman Ltd (the "**Subsequent SPV Debtors**"). In accordance with the RSA, the Debtor is taking steps to facilitate the filing of its subsidiaries' chapter 11 petitions with the Court. Once this process concludes (which is expected to require approximately 1-2 weeks from the Petition Date), the Subsequent SPV Debtors are expected to commence their own chapter 11 cases, at which time the Debtors would request that the Court jointly administer all five Chapter 11 Cases.

7. The assets of the Subsequent SPV Debtors secure the Prepetition Secured Notes (as defined in the Proposed Interim Order).[7] Upon the filing of those entities, the Prepetition Secured Notes Parties, certain of which are also DIP Creditors, would request adequate protection for the

[6] The Secured Notes Collateral is primarily held at the Subsequent SPV Debtors. However, because the Secured Notes Collateral also includes intellectual property assets and equity assets held at Spirit Airlines, Inc., the Prepetition Secured Notes Parties are also an appropriate party to receive adequate protection.

[7] The Prepetition Secured Notes are also secured by certain intellectual property assets of Spirit Airlines, Inc.

value of their collateral at those entities. The Proposed Interim Order is structured such that the adequate protection granted to the Prepetition Secured Notes Parties will apply to their collateral at Spirit Airlines, Inc. and the Subsequent SPV Debtors upon further order of this Court without the need to restructure the grant of adequate protection in respect of the RCF Facility. The relief requested by the Debtors in the Proposed Orders thus (i) creates a framework in which, on an immediate basis, (a) the Prepetition Secured Parties will receive Adequate Protection on the Prepetition Collateral to the extent any such Prepetition Collateral experiences diminution in value and (b) the Debtors will be authorized to make use of any Cash Collateral of the Prepetition Secured Parties to conduct their operations in the ordinary course[8] and (ii) establishes a foundation for the straightforward implementation of a DIP Facility at a later date when the Debtors determine the supplemental financing is appropriate and will benefit the estates.

8. For these reasons, and for the reasons set forth below and in the Declarations, the Debtors believe that the relief requested in the Proposed Interim Order and the Debtors' ultimate entry into the DIP Term Sheet and related DIP Documents constitutes a sound exercise of the Debtors' business judgment. Accordingly, the Debtors respectfully request that the Court enter the Proposed Orders.

[8] Spirit Airlines, Inc. has not pledged cash to the RCF Facility or the Prepetition Secured Notes, so it does not believe that any of its cash is encumbered by any valid and perfected liens. Spirit Airlines, Inc. holds $50 million in pledged cash in a restricted U.S. Bank account in accordance with the First Elavon Amendment to secure amounts under its credit card processing agreement.

Jurisdiction, Venue, and Authority

9. 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.).

10. 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.

Concise Summary of Terms of the DIP Facility [9]

11. Under the disclosure requirements of Bankruptcy Rules 4001(b)(1)(B) and 4001(c)(1)(B) and Local Rule 4001-2, the following table concisely summarizes the significant terms of the DIP Facility:

Material Terms[10]	Summary of Material Terms
Borrower Bankruptcy Rule 4001(c)(1)(B)	Spirit Airlines, Inc., a Delaware corporation ("**Company**" or "**Borrower**"), in its capacity as a debtor and debtor in possession in a case (the "**Borrower's Chapter 11 Case**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") to be filed in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") (the date of such filing, the "**Borrower Petition Date**"). *See* DIP Term Sheet 1.
Guarantors Bankruptcy Rule 4001(c)(1)(B)	The obligations of the Borrower under the DIP Facility (the "**Borrower Obligations**") will be guaranteed by Spirit IP Cayman Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Brand Issuer**"), Spirit Loyalty Cayman Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Loyalty Issuer**" and, together with Brand Issuer, the "**Loyalty Notes Issuers**"), Spirit Finance Cayman 1 Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands ("**SPV HoldCo 1**"), and Spirit Finance Cayman 2 Ltd., an exempted

[9] This summary, including the defined terms it uses (whether or not defined within the summary), is qualified in its entirety by the provisions of the Proposed Interim Order and the DIP Documents, as applicable. To the extent that there are any conflicts between this summary, on the one hand, and the Proposed Interim Order or any DIP Document, on the other, the terms of the Proposed Interim Order or such DIP Document shall govern.

[10] Except where stated otherwise, the sources of the material terms selected for inclusion herein are Bankruptcy Rule 4001(c)(1)(B) and Local Rule 4001-2.

Material Terms[10]	Summary of Material Terms
	company incorporated with limited liability under the laws of the Cayman Islands ("**SPV HoldCo 2**") (collectively, the "**Guarantors**" and, together with Borrower, the "**Debtors**" or the "**Loan Parties**"; the obligations of the Loan Parties under the DIP Facility that are payable as set forth in the DIP Term Sheet, collectively, the "**DIP Facility Obligations**"), each of which will be a debtor and a debtor in possession in cases commenced under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (collectively, the "**Guarantors' Chapter 11 Cases**" and, together with the Borrower's Chapter 11 Case, collectively, the "**Chapter 11 Cases**"), filed subsequent to, but jointly administered with, the Borrower's Chapter 11 Case (the date of such filing, the "**Guarantor Petition Date**"; "**Petition Date**" shall mean the Borrower Petition Date or the Guarantor Petition Date, as the context requires). *See* DIP Term Sheet 1.
DIP Creditors Bankruptcy Rule 4001(c)(1)(B)	The DIP Facility shall be provided by the DIP Lenders and the DIP Note Purchasers as set forth in the DIP Term Sheet. The term "**DIP Lenders**" shall mean, collectively, each Loyalty Notes Holder or Affiliate thereof and each Prepetition Convertible Noteholder or Affiliate thereof, in each case, with a DIP Commitment listed in Schedule 1 to the Commitment Letter that elects to fund such DIP Commitment through providing DIP Loans, together with their successors and assigns. The term "**DIP Note Purchasers**" shall mean, collectively, each Loyalty Notes Holder or Affiliate thereof and each Prepetition Convertible Noteholder or Affiliate thereof who, in each case, with a DIP Commitment listed in Schedule 1 to the Commitment Letter that elects to fund such DIP Commitment through purchasing DIP Notes and is an Eligible Note Purchaser (as defined below), together with their successors and assigns. The term "**DIP Creditors**" shall mean, collectively, the DIP Lenders and the DIP Note Purchasers, including the Fronting Lender (as defined below) for so long as the Fronting Lender constitutes a DIP Lender. The term "**Eligible Note Purchaser**" shall mean a person that is either (i) a "qualified institutional buyer," as such term is defined in Rule 144A under the Securities Act, (ii) a non-U.S. person as defined under Regulation S under the Securities Act, or (iii) an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3), (7), (8), (9), (12) or (13) under the Securities Act. *See* DIP Term Sheet 3.
DIP Agent Bankruptcy Rule 4001(c)(1)(B)	Wilmington Savings Fund Society, FSB ("**WSFS**") shall act as administrative agent and collateral agent with respect to the DIP Facility (in such capacity, the "**DIP Agent**"). *See* DIP Term Sheet 3.
Term Bankruptcy Rule 4001(b)(l)(B)(iii), 4001(c)(1)(B)	The "**DIP Facility Termination Date**" with respect to the DIP Facility shall be the earliest to occur of: (a) the date that is twelve (12) months after the Closing Date (and if such date shall not be a business day, the next succeeding business day); (b) the substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the "effective date" thereof) of

Material Terms[10]	Summary of Material Terms
	a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court; (c) the acceleration of the DIP Facility Obligations and the termination of the unfunded DIP Commitments (if any) in accordance with the DIP Facility Documents; (d) the consummation of a sale of all or substantially all of the assets of the Debtors pursuant to section 363 of the Bankruptcy Code; and (e) dismissal of the Chapter 11 Cases or conversion of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or appointment of a Chapter 11 trustee or examiner. *See* DIP Term Sheet 4.
Commitment Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001-2(a)(1), (a)(7)	A senior secured non-amortizing superpriority priming debtor in possession facility in an aggregate principal amount of $300.0 million (the "**DIP Facility**") comprised of (i) new money term loans (collectively, the "**DIP Loans**") and (ii) new money notes (collectively, the "**DIP Notes**"), which DIP Loans shall be made available to the Borrower, and DIP Notes shall be purchased from the Borrower (on a pro rata basis) in one draw or issuance, as applicable, upon satisfaction of the conditions set forth herein and in the Orders, including the entry of the DIP Order (the "**DIP Draw**"); *provided*, that the DIP Loans will be initially provided and funded through Barclays Bank PLC, as fronting lender (the "**Fronting Lender**"), in accordance with the terms of this DIP Term Sheet, the DIP Facility Documentation and the Fronting Fee Letter (as defined in the DIP Term Sheet), and subsequently assigned to the Commitment Parties that elect to fund their DIP Commitments through DIP Loans and/or Affiliates or Approved Funds thereof. All DIP Loans and DIP Notes shall become due and payable on, and all unfunded DIP Commitments shall be terminated upon, the occurrence of a DIP Termination Event (as defined in the DIP Term Sheet). Once repaid, DIP Loans shall not be permitted to be reborrowed and DIP Notes shall not be permitted to be reissued. *See* DIP Term Sheet 3.
Backstop Commitment Bankruptcy Rule 4001(c)(1)(B)	N/A
Conditions of Borrowing Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001 - 2(a)(2)	The extension of credit (the "**Closing**"; the date on which the Closing occurs, the "**Closing Date**") under the DIP Facility shall be subject to the following conditions, unless waived by the Required DIP Creditors: A. DIP Agent's fee letter, in form and substance satisfactory to the DIP Agent in its sole discretion, shall have been executed and delivered by each party thereto. B. The Borrower shall have issued a customary promissory note to each DIP Note Purchaser and, if requested, to any DIP Lender that so requests a promissory note (it being understood that the DIP Credit and Note Purchase Agreement shall contain a tranche of DIP Notes and a separate tranche of DIP Loans).

Material Terms[10]	Summary of Material Terms
	C. The DIP Credit and Note Purchase Agreement and all other applicable DIP Facility Documents shall have been executed and delivered by each party thereto. D. Each of the Loan Parties shall be a debtor and a debtor in possession. E. The Adequate Protection Order, which shall be in form and substance reasonably satisfactory to DIP Agent and the Required DIP Creditors, shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect. F. [Reserved]. G. All fees and invoiced costs and expenses (including, without limitation, reasonable, documented and invoiced legal fees and expenses) required to be paid to the Ad Hoc Group of Senior Secured Noteholders Advisors, the Ad Hoc Group of Convertible Noteholders Advisors, the DIP Agent and the DIP Creditors on or before the Closing Date shall have been paid, it being understood and agreed that the DIP Agent shall be entitled to net such fees, costs and expenses and any administrative and/or agency fees from the proceeds of the funded DIP Loans and DIP Notes. H. The DIP Agent and the DIP Creditors shall have received, prior to the Closing Date, in a form and substance reasonably satisfactory to the Required DIP Creditors, a thirteen (13)-week rolling cash flow budget for the period from the Closing Date through the end of such thirteen (13)-week period (such initial approved budget and subsequent budgets approved by the Required DIP Creditors as described below, the "**Approved Budget**"). I. The DIP Agent and the DIP Creditors shall have received, on or prior to the Closing Date, customary closing deliverables with respect to each Debtor addressing such customary matters as the DIP Creditors shall reasonably request, including good standing certificates, secretary's certificates with organizational documents, resolutions and incumbency certificates attached and officer's closing certificate, in each case, in form and substance reasonably satisfactory to the Required DIP Creditors. J. There shall exist no known unstayed action, suit, investigation, litigation, or proceeding with respect to the Borrower and its subsidiaries pending in any court or before any arbitrator or governmental instrumentality (other than the Chapter 11 Cases) that would reasonably be expected to result in a Material Adverse Effect. "**Material Adverse Effect**" shall mean any circumstance or condition that would individually or in the aggregate, have a material adverse effect on (i) the business, assets, operations, properties or financial condition of the Borrower and its subsidiaries, taken as a whole (other than as a result of events leading up to and customarily resulting from the commencement of the Chapter 11 Cases and the continuation and prosecution thereof), (ii) the ability of the Loan Parties (taken as a whole) to perform their respective payment obligations under the Orders and the other DIP Facility Documents (other than as a result of events leading up to and resulting from the commencement of the Chapter 11 Cases and the continuation

	and prosecution thereof) or (iii) the rights and remedies of the DIP Creditors or the DIP Agent under the Orders and the other DIP Facility Documents. K. Since the Petition Date, there shall not have occurred any circumstance or conditions, which individually or in the aggregate, constitutes or is reasonably expected to constitute, a Material Adverse Effect. L. All necessary and material governmental and third-party consents and approvals necessary in connection with the DIP Facility and the transactions contemplated thereby shall have been obtained on or prior to the Closing Date. M. The DIP Agent and each DIP Creditor who has requested the same at least seven (7) business days before the Closing Date shall have received, no later than three (3) business days before the Closing Date, all documentation and other information required under applicable "know your customer" and anti-money laundering rules and regulations, including the U.S. Patriot Act. N. Granting to the DIP Agent, for the benefit of the DIP Agent and the DIP Creditors, valid and perfected liens, satisfactory to the Required DIP Creditors, via entry of the DIP Order, on the security interests in the DIP Collateral of the Loan Parties set forth in the "Security and Priority" section above; the Borrower shall have delivered Uniform Commercial Code financing statements with respect to the Borrower and the other Loan Parties, in suitable form for filing satisfactory to the Required DIP Creditors. O. The Restructuring Support Agreement, dated as of November 18, 2024, among the Company Parties and Consenting Stakeholders (as each such term is defined therein) (the "**Restructuring Support Agreement**"), shall be in full force and effect and shall not have been amended or modified without the consents required therein. P. All "first day orders" entered at the time of commencement of the Chapter 11 Cases and all "second day orders" shall be reasonably satisfactory to the Required DIP Creditors. Q. The Fronting Fee Letter shall have been duly executed and delivered to each of the parties signatory thereto. R. All premiums, fronting or seasoning fees, and the reasonable and documented fees, costs, and expenses of Dentons US LLP, as legal counsel for the Fronting Lender, in each case, pursuant to invoices delivered to the Debtors before the Closing Date, and required to be paid to the Fronting Lender in accordance with the Fronting Fee Letter, shall have been paid (or will be paid with the proceeds of the DIP Loans), it being understood and agreed that the Fronting Lender shall be entitled to net such fees, costs and expenses from the proceeds of the funded DIP Loans. S. No default or Event of Default shall exist or would result from such proposed funding or from the application of the proceeds therefrom. T. Representations and warranties of the Loan Parties in the DIP Facility Documents shall be true and correct in all material respects (or in the case of representations and warranties with a "materiality" qualifier, true and correct in all respects (after giving effect to any qualification therein)) on and as of the date of such funding or issuance, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date.

Material Terms[10]	Summary of Material Terms
	U. The DIP Draw shall not violate any requirement of law, the violation of which constitutes or is reasonably expected to constitute a Material Adverse Effect, after giving effect to the Orders, and any other order of the Bankruptcy Court, and shall not be enjoined, temporarily, preliminarily or permanently. V. The DIP Draw shall not result in the aggregate outstanding amount under the DIP Facility exceeding the amount authorized by the DIP Order. W. The DIP Order, which shall be in form and substance reasonably satisfactory to DIP Agent and the Required DIP Creditors, shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect. X. [Reserved]. Y. None of the Chapter 11 Cases shall have been dismissed or converted to a chapter 7 case. Z. No trustee under chapter 7 or chapter 11 of the Bankruptcy Code or examiner with enlarged powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed in any of the Chapter 11 Cases. AA. The DIP Agent shall have received, a borrowing notice five (5) business days prior to funding in the form set forth in the DIP Facility Documents. BB. Satisfaction by the Debtors of all DIP Milestones (as defined in the DIP Term Sheet) that were required under the DIP Facility Documents to have been satisfied as of the date of each borrowing. CC. All material "first day" orders shall have been entered on a final basis and shall be reasonably satisfactory to the Required DIP Creditors. *See* DIP Term Sheet 7-10.
Interest Rate Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001 - 2(a)(3)	At the option of the Borrower, DIP Loans and DIP Notes will bear interest at a rate per annum equal to (a) Term SOFR plus 7.00% per annum or (b) Alternate Base Rate plus 6.00% per annum. Interest shall be payable in cash. Interest shall be calculated on the basis of the actual number of days elapsed in a 360-day year. Interest shall be payable in arrears on the last Business Day of each month, regardless of whether interest accrues based on Term SOFR or the Alternate Base Rate. *See* DIP Term Sheet, Annex A-1.
Entities with Interests in Cash Collateral Bankruptcy Rule 4001(b)(l)(B)(i)	The following Prepetition Secured Parties have an interest in Cash Collateral. *See* Interim Order ¶ F.
Use of DIP Facility and Cash Collateral	The proceeds of the DIP Loans and DIP Notes shall be used, in each case, subject to the Approved Budget (subject to Permitted Variances) and the DIP Orders: (i) for the payment of working capital and other general corporate needs of the Debtors in the ordinary course of business;

Material Terms[10]	Summary of Material Terms
Bankruptcy Rule 4001(b)(l)(B)(ii) Local Rule 4001 - 2(a)(2), 2(a)(3), 2(a)(15)	(ii) for the payment of the fees, costs, and expenses of administering the Chapter 11 Cases; (iii) to pay obligations arising from or related to the Carve-Out (as defined in the Adequate Protection Order); (iv) to pay such other prepetition obligations as set forth in the Approved Budget (subject to Permitted Variances) or otherwise as approved by the Bankruptcy Court; (v) for the payment of the agency fees and reasonable and documented fees and expenses of the DIP Agent and the DIP Creditors owed under the DIP Facility Documents; (vi) to make any adequate protection payments pursuant to the terms of the Orders; and (vii) for other general corporate purposes. *See* DIP Term Sheet 4-5.
Adequate Protection Bankruptcy Rules 4001(b)(l)(B)(iv) 4001(c)(l)(B)(ii) Local Rule 4001-2(a)(3) 4001-2(a)(4)	The DIP Orders shall provide that, as adequate protection, (A) the Debtors are authorized and directed to pay, without further Bankruptcy Court order, reasonable and documented fees and expenses, whether incurred before or after the Petition Date, of the Senior Secured Notes Trustee and the Senior Secured Noteholders, including, without limitation, the reasonable and documented fees and expenses of the Ad Hoc Group of Secured Noteholders, (B) the Prepetition Secured Notes Trustee, on behalf of the Prepetition Secured Noteholders, shall receive, upon entry of the Proposed Interim Order, adequate protection payments (the "**Secured Notes Accrued Adequate Protection Payments**") payable on the dates set forth in the Prepetition Secured Notes Indenture in an amount equal to the interest at the non-default rate that would otherwise be owed to the Prepetition Secured Noteholders under the Prepetition Secured Notes Indenture during such period in respect of the Prepetition Secured Notes Obligations, (C) the applicable Debtors shall continue to make payments as and when due pursuant to the IP Licenses (as defined in the Senior Secured Notes Indenture), (D) the Debtors are authorized and directed to pay, without further Bankruptcy Court order, reasonable and documented fees and expenses, whether incurred before or after the Petition Date, of the Senior Secured Prepetition RCF Administrative Agent and the Prepetition RCF Secured Parties, and (E) the Prepetition RCF Agents shall receive, on behalf of the Prepetition RCF Lenders, upon and following entry of the Proposed Interim Order, adequate protection payments by the Debtors (the "**RCF Accrued Adequate Protection Payments**") payable on the dates set forth in the Prepetition RCF Credit Agreement in an amount equal to the interest at the non-default rate that would otherwise be owed to the Prepetition RCF Lenders under the Prepetition RCF Credit Agreement during such period in respect of the Prepetition RCF Obligations. *See* Proposed Interim Order ¶¶ 4-5.
DIP Budget Bankruptcy Rule 4001(c)(1)(B)	The Company shall provide: (i) on or prior to the Thursday of each week, Approved Budget variance reports on a line-item basis and Liquidity reports, in each case, for the preceding rolling four calendar weeks (provided that, (x) the first such variance report shall only include a comparison for the preceding calendar week, (y) the second such variance report shall only include a comparison for the preceding two calendar weeks and (z) the third such variance report shall only include a comparison for the preceding three calendar weeks) and a computation of Liquidity as of the

Material Terms[10]	Summary of Material Terms
Local Rule 4001 - 2(a)(2)	preceding calendar week-end; (ii) on or prior to Thursday of every fourth week, an updated forecast on a rolling 13-week basis, in form and substance reasonably satisfactory to the Required DIP Creditors in their sole discretion, which shall become the then Approved Budget upon approval by Required DIP Creditors in their sole discretion (and to the extent any updated budget is not approved by the Required DIP Creditors, the Approved Budget that is then in effect shall continue to constitute the Approved Budget for purposes of the DIP Facility); and (iii) on or prior to Thursday of the first full week of each month, monthly flash P&L for the most recently completed available month with commentary on variance to Project Bravo business plan, key updates on routes added or subtracted and key performance indicators, including ASMs, RPMs, load factor, TRASM/CASM/CASM Ex-Fuel, block hours, average daily utilization/block hours, average cost per fuel gallon, average aircraft (total), average aircraft (ATS), average AOGs, flight hours, departures, passenger flight segments, fare revenue per passenger flight segment, non-ticket revenue per passenger flight segment, average stage length, fuel gallons consumed, and commentary on trends and key drivers in respect of fare and non-fare metrics and opex break-outs, the first delivery of which shall be required on the first such Thursday after the Closing Date. *See* DIP Term Sheet 15.
Fees Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001-2(a)(3)	3.00% of the DIP Commitments, payable in kind on the Closing Date. *See* DIP Term Sheet, Annex A-1.
Events of Default Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001 - 2(a)(10)	The DIP Facility Documents will contain the following events of default (each, an "**Event of Default**"): A. failure to pay principal, interest or any other amount when due, subject in the case of payment of interest or any other amount (but not principal), to a three (3) business day grace period; B. representations and warranties incorrect in any material respect when made or deemed made; C. failure to comply with affirmative covenants (subject to a ten (10) business day grace period for failure to comply with affirmative covenants (other than the affirmative covenants listed in clauses (B), (J), (K), (N) (solely to the extent a responsible officer of the Borrower had actual knowledge of the applicable default or other event and its obligation to deliver such notice pursuant to such clause (N)) and (Q) above)), negative covenants and/or financial covenants (subject to a two (2) business day grace period with respect to any failure to deliver any variance report as and when required); D. cross default to other indebtedness in excess of $50.0 million (other than any indebtedness the payment of which is stayed as a result of the filing of the Chapter 11 Cases); E. failure to comply with DIP Milestones;

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	F. unstayed judgments or postpetition judgments arising from postpetition obligations in excess of $50.0 million after applying proceeds from any applicable insurance policies; G. commencement of ancillary insolvency proceedings in applicable foreign jurisdictions with respect to any Debtor and the entry of applicable recognition, administrative and substantive orders by the applicable court, in each case without prior consent of the Required DIP Creditors; H. the occurrence of ERISA events (or foreign equivalent), environmental event or other similar reportable events that are not stayed and that result in a claim in excess of $50.0 million; I. actual or asserted (by any Loan Party or any affiliate thereof) invalidity or impairment of any material DIP Facility Document (including the failure of any lien to remain perfected liens pursuant to the DIP Order); J. change of control; K. (i) the entry of an order dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code; (ii) the entry of an order appointing a chapter 11 trustee or a responsible officer having expanded powers, or similar person, in any of the Chapter 11 Cases; (iii) the entry of an order staying, reversing, vacating or otherwise modifying any of the Orders, in each case, in a manner adverse in any respect to the DIP Agent or any DIP Creditor; (iv) the entry of an order in any of the Chapter 11 Cases appointing an examiner having expanded powers (beyond those set forth under sections 1106(a)(3) and (4) of the Bankruptcy Code); (v) the entry of an order in any of the Chapter 11 Cases confirming a plan that is inconsistent with the Restructuring Support Agreement; (vi) the entry of an order in any of the Chapter 11 Cases granting adequate protection to any other person other than as set forth in the Orders; (vii) the entry of an order in any of the Chapter 11 Cases denying or terminating use of cash collateral by the Loan Parties or imposing any additional conditions thereon; (viii) the entry of a final, non-appealable order in any of the Chapter 11 Cases charging any of the DIP Collateral under section 506(c) of the Bankruptcy Code against the DIP Agent, any DIP Creditor or the Loyalty Notes Holders; (ix) other than the Orders, the entry of an order in any of the Chapter 11 Cases seeking authority to use cash collateral or to obtain financing under section 364 of the Bankruptcy Code; (x) the entry of a final, non-appealable order in any of the Chapter 11 Cases granting relief from any stay of proceeding (including, without limitation, the automatic stay) so as to allow a third party to (i) proceed against any assets of the Loan Parties in excess of $50.0 million in the aggregate or (ii) pursue other actions that would have a Material Adverse Effect on the Debtors or their estates; (xi) the filing of any pleading by any Loan Party seeking, or otherwise consenting to, any of the matters set forth in clauses (i) through (x) above; (xii) the Loan Parties or any of their subsidiaries, or any person claiming by or through the Loan Parties or any of their subsidiaries, shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against the DIP Agent, any of the DIP Creditors or any Loyalty Notes Holders and their respective rights, remedies and claims under or related to the DIP Facility or the Orders in any of the Chapter 11 Cases or inconsistent with the DIP Facility Documents and the Orders,

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	including with respect to the Debtors' stipulations, admissions, agreements and releases contained in the applicable Orders; (xiii) filing of a chapter 11 plan or disclosure statement that is not reasonably acceptable to the Required DIP Creditors in their sole discretion; (xiv) entry of an order or filing of any document by any of the Debtors in any of the Chapter 11 Cases granting or seeking to grant, other than in respect of the DIP Facility and the Carve-Out or as otherwise permitted under the applicable DIP Facility Documents or the Orders, any superpriority administrative expense claim status in the Chapter 11 Cases pursuant to section 364(c)(1) of the Bankruptcy Code pari passu with or senior to the claims of the DIP Agent and the DIP Creditors under the DIP Facility or secured by liens pari passu with or senior to the liens securing the Loyalty Notes Obligations or the adequate protection liens granted to the Loyalty Notes Holders; (xv) any of the Loan Parties or any of their subsidiaries shall seek, support (including by filing a pleading in support thereof) or fail to contest in good faith any of the matters set forth in clauses (i) through (xiv) above; (xvi) the termination of the Restructuring Support Agreement; or (xvii) additional customary events of default relating to the Chapter 11 Cases; L. The making of any payments in respect of prepetition obligations other than (i) as permitted by the Orders, (ii) as permitted by any "first day" orders reasonably satisfactory to the Required DIP Creditors, (iii) as set forth under the Approved Budget (subject to Permitted Variances) or (iv) approved by the Required DIP Creditors in their sole discretion; M. The Loan Parties or any of their subsidiaries shall fail to comply with the terms of any of the Orders; N. The Loan Parties or any of their subsidiaries, or any person claiming by or through the Loan Parties or any of their subsidiaries shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against the agents under the Prepetition Facilities or any of the lenders or creditors under the Prepetition Facilities relating to the Prepetition Facilities, in their capacities as such; O. Without the consent of the Required DIP Creditors, any Debtor shall file (or fail to oppose) any motion seeking an order authorizing the sale of all or substantially all of the assets of the Loan Parties; P. [Reserved]; Q. the Bankruptcy Court shall enter an order denying, terminating or modifying (i) the Debtors' exclusive plan filing and plan solicitation periods under section 1121 of the Bankruptcy Code or (ii) the exclusive right of any Debtor to file a chapter 11 plan pursuant to section 1121 of the Bankruptcy Code, unless such order was entered as a result of a request by, or received support from the Required DIP Creditors; or R. without the consent of the Required DIP Creditors, the Bankruptcy Court enters an order approving a sale transaction. Upon the occurrence and during the continuation of a DIP Termination Event, without further application, notice, hearing or order of the Bankruptcy Court, the automatic stay under section 362 of the Bankruptcy Code shall automatically be deemed vacated and modified to the extent necessary to permit the DIP Agent (acting at the direction of the Required DIP Creditors under the DIP Facility Documents) to deliver a written notice (which may be via electronic mail) to counsel for the Debtors, the U.S. Trustee and counsel for the Creditors' Committee to declare the occurrence

Material Terms[10]	Summary of Material Terms
	of a DIP Termination Event (such date, the "**DIP Termination Declaration Date**") and (i) terminate, reduce or restrict the DIP Commitments (to the extent any such commitment remains), (ii) accelerate and declare all DIP Facility Obligations to be immediately due and payable, (iii) terminate the DIP Facility and the DIP Facility Documents as to any further liability or obligation thereunder, but without affecting the DIP Liens, the DIP superpriority claims or the DIP Facility Obligations, (iv) terminate, restrict or revoke the ability of the Debtors to use Cash Collateral, (v) charge interest at the default rate set forth in the DIP Facility Documents, and/or (vi) upon at least 5 business days' notice from and after the DIP Termination Declaration Date (the "**Remedies Notice Period**"), exercise or enforce any rights and remedies against the DIP Collateral as set forth in the DIP Facility Documents or under applicable law (subject to any applicable intercreditor provisions set forth in the DIP Order and the relative rights and priorities set forth in the DIP Order); *provided, however*, that the Debtors and the Creditor's Committee (if appointed) may, during such period, be entitled to seek emergency relief before the Bankruptcy Court, subject to the Bankruptcy Court's availability ("**Emergency Motion**") (in which case, the Remedies Notice Period shall automatically extend until the Bankruptcy Court's adjudication of such Emergency Motion). Unless the Bankruptcy Court orders otherwise, upon the expiration of the Remedies Notice Period the automatic stay shall automatically be deemed terminated, without further notice, hearing or order of the Bankruptcy Court, and the DIP Agent (acting at the instruction of the Required DIP Creditors under the DIP Facility Documents) shall be permitted to exercise all remedies set forth in the DIP Order and in the DIP Facility Documents or applicable law, and the Debtors' right to use any Cash Collateral that constitutes Pre-Petition Secured Notes Collateral shall immediately cease. *See* DIP Term Sheet 14-17.
Milestones Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001-2(a)(10), (a)(12)	The Debtors shall comply with all milestones set forth in the Restructuring Support Agreement, as extended pursuant to the terms thereof (the "**DIP Milestones**"), unless waived by the Required DIP Creditors, it being understood and agree that such DIP Milestones shall be included in the DIP Credit and Note Purchase Agreement. *See* DIP Term Sheet 12.
Liens and Priorities Bankruptcy Rule 4001(c)(l)(B)(i) Local Rule 4001-2(a)(4)	The DIP Facility Obligations shall be, subject to (i) the Carve-Out, (ii) the prepetition and postpetition liens of the Revolving Agents on the Prepetition RCF Collateral solely with respect to the Revolving Facility Obligations and (iii) certain liens senior by operation of law, but solely to the extent such permitted liens were valid, properly perfected and non-avoidable as of the Petition Date, or valid, non-avoidable, senior priority liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code (the "**Permitted Liens**"):

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	(a) pursuant to section 364(c)(1) of the Bankruptcy Code, entitled to joint and several superpriority administrative expense claim status in all of the Chapter 11 Cases (the "**DIP Superpriority Claims**"); and (b) pursuant to sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code, secured by fully perfected senior security interests and liens on the DIP Collateral (as defined herein) (collectively, the "**DIP Liens**"), in each case, as described in further detailed in the Orders. The DIP Liens shall be effective and perfected upon entry of the DIP Order without the necessity of the execution, filing or recordation of mortgages, security agreements, pledge agreements, financing statements or other agreements. "**DIP Collateral**" means (i) the Loan Parties' interest in all assets and properties, whether tangible, intangible, real, personal or mixed, whether now owned by or owing to, or hereafter acquired by, or arising in favor of, the Loan Parties (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Loan Parties, and regardless of where located, in each case to the extent such assets and properties constitute Prepetition RCF Collateral and Prepetition Secured Notes Collateral; and (ii) property of the Loan Parties, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected and non-avoidable liens (or perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b)) (subject only to the Carve-Out), including, without limitation, all unencumbered assets of the Loan Parties, all prepetition property and postpetition property of the Loan Parties' estates, and the proceeds, products, rents and profits thereof, whether arising from Bankruptcy Code section 552(b) or otherwise, including, without limitation, unencumbered cash (and any investment of such cash) of the Loan Parties (whether maintained with the DIP Agent or otherwise) all equipment, all goods, all accounts, cash, payment intangibles, bank accounts and other deposit or securities accounts of the Loan Parties (including any accounts opened prior to, on or after the Petition Date), insurance policies and proceeds thereof, equity interests, instruments, intercompany claims, accounts receivable, other rights to payment, all general intangibles, all contracts and contract rights, securities, investment property, letters of credit and letter of credit rights, chattel paper, all interest rate hedging agreements, all owned real estate, real property leaseholds, fixtures, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, all commercial tort claims, and all claims and causes of action (including any claim or cause of action arising under Chapter 5 of the Bankruptcy Code or any applicable state law Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law), and any and all proceeds, products, rents and profits of the foregoing, excluding the Excluded Assets. Notwithstanding anything to the contrary herein, to the extent a DIP Lien cannot attach to the DIP Collateral pursuant to applicable law, the DIP Liens granted pursuant to this DIP Order shall attach to the Loan Parties' economic rights, including, without limitation, any and all such proceeds of such DIP Collateral and any Excluded Assets.

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	"**DIP Priority Collateral**" means all DIP Collateral other than Prepetition RCF Collateral. "**Excluded Assets**" means property that cannot be subject to liens pursuant to applicable law, rule, contract or regulation (including any requirement to obtain the consent (after the use of commercially reasonable efforts to obtain such consent) of any governmental authority or third party, unless such consent has been obtained) or restrictions of contract (including, without limitation, federal concessions as well as equipment leases and financing arrangements) existing on the closing date or the time of entry of such contract (other than to the extent such restriction is ineffective under the UCC or other applicable law). "**Prepetition RCF Collateral**" means "Collateral" as defined in the Revolving Credit Agreement. "**Prepetition Secured Notes Collateral**" means "Collateral" as defined in the Loyalty Notes Indenture. *See* DIP Term Sheet 6-7.
Carve Out Bankruptcy Rule 4001 Local Rule 4001 - 2(a)(5), (a)(9)	"**Carve Out**" means the sum of (i) all unpaid fees required to be paid to the Clerk of the Court and the U.S. Trustee under 28 U.S.C. § 1930(a) plus interest at the statutory rate pursuant to 31 U.S.C. § 3717, (ii) all unpaid reasonable fees and expenses up to $50,000 incurred by a trustee appointed under section 726(b) of the Bankruptcy Code, (iii) to the extent allowed by the Court at any time, all accrued but unpaid fees and expenses (the "**Allowed Professional Fees**") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "**Debtor Professionals**") and the Creditors' Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "**Committee Professionals**") at any time on and before the date of delivery by the Prepetition Secured Notes Trustee and/or the Prepetition RCF Agents (each acting at the direction of the requisite parties under the applicable documents) of a Carve Out Trigger Notice (as defined below) (the amounts set forth in the foregoing clauses (i), (ii) and (iii), the "**Pre-Carve Out Notice Amount**"), and (iv) Allowed Professional Fees of Professional Persons incurred after the date of delivery of the Carve Out Trigger Notice, in an aggregate amount not to exceed $15 million (the amount set forth in this clause (iv), the "**Post-Carve Out Notice Amount**"); *provided*, *however*, that nothing in the Proposed Interim Order shall be construed to impair the ability of any party-in-interest to object to the allowance of Allowed Professional Fees of Professional Persons. *See* Proposed Interim Order ¶ 10(b).
506(c) Waiver Bankruptcy Rule 4001(c)(l)(B)(x) Bankruptcy Rule 4001(c)(l)(B)(viii)	Subject to entry of the Proposed Final Order, except to the extent of the Carve Out, no costs or expenses of administration of the Chapter 11 Case(s) or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Adequate Protection Collateral or the Prepetition Collateral, or the Prepetition Secured Parties pursuant to Bankruptcy Code sections 506(c) or 105(a), or any similar principle of law or equity, without the prior written consent of the Prepetition

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	Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction or acquiescence by the Prepetition Secured Parties. *See* Interim Order ¶ 13(a).
Section 552(b) Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001 - 2(a)(4)	Subject to entry of the Proposed Final Order, (i) the Prepetition Secured Parties shall be entitled to all of the rights and benefits of Bankruptcy Code section 552(b) and (ii) the Debtors shall not invoke the "equities of the case" exception under Bankruptcy Code section 552(b) with respect to the proceeds, products, offspring or profits of any of the Adequate Protection Collateral or Prepetition Collateral. *See* Interim Order ¶ 13(c).
Marshaling	Subject to entry of the Proposed Final Order, the Prepetition Secured Notes Trustee and the Prepetition RCF Agents shall be entitled to apply the payments or proceeds of the Adequate Protection Collateral, Prepetition Secured Notes Collateral and the Prepetition RCF Collateral, as applicable, in accordance with the provisions of the Proposed Interim Order or the Proposed Final Order, as applicable, the Prepetition Secured Notes Indenture, the Prepetition RCF Loan Documents, as applicable, and in no event shall the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Adequate Protection Collateral or Prepetition Collateral. *See* Interim Order ¶ 13(b).
Liens on Avoidance Actions Bankruptcy Rule 4001(c)(l)(B)(xi)	N/A
Superpriority Claims Under the DIP Facility Bankruptcy Rule 4001(c)(l)(B)(i-l 1) Local Rule 4001 - 2(a)(5)	The DIP Facility Obligations shall be, subject to (i) the Carve-Out, (ii) the prepetition and postpetition liens of the Revolving Agents on the Prepetition RCF Collateral solely with respect to the Revolving Facility Obligations and (iii) certain liens senior by operation of law, but solely to the extent such permitted liens were valid, properly perfected and non-avoidable as of the Petition Date, or valid, non-avoidable, senior priority liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code (the "**Permitted Liens**"), entitled to joint and several superpriority administrative expense claim status in all of the Chapter 11 Cases (the "**DIP Superpriority Claims**"), pursuant to section 364(c)(1) of the Bankruptcy Code. *See* DIP Term Sheet 6.
"Roll Up" Provisions Local Rule 4001 - 2(a)(7)	N/A

Material Terms[10]	Summary of Material Terms
Loan Covenants Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001 - 2(a)(7)	*Affirmative Covenants*: The Loan Parties shall comply with the Orders. The DIP Credit and Note Purchase Agreement will contain the following affirmative covenants, subject to ordinary course exceptions and other baskets, exceptions and thresholds to be mutually agreed: A. Payment of taxes (other than taxes that are excused or stayed by an order of the Bankruptcy Court or as a result of the filing of the Chapter 11 Cases). B. Preservation of existence. C. Maintenance of properties. D. Maintenance of insurance (including flood insurance solely to the extent that any real property secures the DIP Facility). E. Compliance with laws (including ERISA and environmental laws), sanctions, anti-bribery, OFAC, PATRIOT Act, money-laundering and other anti-terrorism laws, etc. F. Conduct of business. G. Maintenance of and access to books and records and inspection rights. H. Provision of additional collateral, guarantees and mortgages. I. Delivery of certain reports and information. J. Use of proceeds. K. DIP Milestones. L. Certain customary bankruptcy matters, including provision of material draft motions and pleadings (subject to customary limitations and exceptions) and Bankruptcy Court orders, motions and other filings being reasonably acceptable to the Required DIP Creditors. M. Limitations on changes to fiscal year. N. Delivery of notices of defaults under the DIP Facility and certain other events that would reasonably be expected to result in a Material Adverse Effect. O. Upon request (but not more than once per week), commercial update calls with the advisors to the DIP Creditors or their representatives at a reasonable and mutually agreed time. P. Regulatory cooperation; regulatory matters; citizenship; and utilization. Q. Compliance with the cash management order reasonably acceptable to the Required DIP Creditors. R. Further assurances and post-closing covenant (including post-closing obligations to obtain insurance endorsements naming the DIP Agent, on behalf of the DIP Creditors, as an additional insured and loss payee, as applicable, under all property and casualty insurance policies to be maintained with respect to the properties of the Loan Parties and their respective subsidiaries forming part of the DIP Collateral within twenty (20) business days after the Closing Date (or such later time as the Required DIP Creditors may agree)). *See* DIP Term Sheet 11-12.

	Negative Covenants: The DIP Credit and Note Purchase Agreement will contain the following negative covenants, subject to ordinary course exceptions and other baskets, exceptions and thresholds to be mutually agreed: A. Limitations on liens (which shall include, for the avoidance of doubt, an exception permitting the liens securing any Specified Refinancing). B. Limitations on loans and investments. C. Limitations on debt and guarantees (which shall include, for the avoidance of doubt, an exception permitting any Specified Refinancing). D. Limitations on fundamental changes. E. Limitations on asset sales and dispositions (including sale-leasebacks and disposition of equity), other than any Specified Disposition; provided that any asset sale or disposition of DIP Collateral (other than any Specified Disposition) not in the ordinary course of business shall require the consent of the Required DIP Creditors. F. Limitations on restricted payments, including dividends, redemptions and repurchases with respect to capital stock. G. Limitations on material changes in business. H. Limitations on transactions with affiliates. I. Limitations on restrictions on distributions from subsidiaries, intercompany loans (and repayments), asset transfers or investments and granting of negative pledges. J. Limitations on use of proceeds. K. Limitations on accounting changes. L. Limitations on cancellation of debt and prepayments, repayments, redemptions and repurchases of debt (other than any Specified Debt Repayment). M. Limitation on change in business, structure, accounting, name and jurisdiction of organization or other fundamental changes. N. Limitations on the formation and maintenance of subsidiaries. O. Limitations on amendment of constituent documents, and on the termination or modification of, or entry into, material contracts, leases or other arrangements, in each case, in a manner that is materially adverse to the interests of the DIP Creditors (in their capacity as such). P. Limitation on incurrence or existence of any claims entitled to a superpriority under section 364(c)(1) of the Bankruptcy Code other than those arising under the DIP Facility and the replacement liens and superpriority claims provided as adequate protection as set forth in the Orders, as applicable. Q. Limitation on contracts and lease rejections or assumptions in each case, in a manner that is materially adverse to the interests of the DIP Creditors (in their capacities as such), in each case, without prior written consent of the Required DIP Creditors. For the avoidance of doubt and notwithstanding anything to the contrary herein, the negative covenants applicable to the DIP Facility shall not contain exceptions based on an "available amount" or like concept or "unrestricted subsidiary" or like concept. *See* DIP Term Sheet 12-13. *Financial Covenants*:

Material Terms[10]	Summary of Material Terms
	The DIP Facility will contain the following financial covenants: **Variance Covenant**. As of the last date of each Test Period, commencing with the fourth full week after the Petition Date, (1) the unfavorable variance (as compared to the Approved Budget) of the cumulative operating cash receipts of the Debtors (other than (a) all cash receipts from the proceeds of any Specified Disposition and (b) all cash receipts from the proceeds of any refinancing of any debt set forth in Annex B hereto (such refinancings, collectively, the "**Specified Refinancings**") shall not exceed 20% and (2) the unfavorable variance (as compared to the Approved Budget) of the cumulative operating disbursements (other than (i) all professional fees, including professional fees and expenses incurred by the Debtors, the DIP Agent, the advisors to the Ad Hoc Secured Notes Group, the advisors to the Ad Hoc Convertible Noteholders Group, the Revolving Agents, the U.S. Trustee and any statutory committee that are owed and payable by the Debtors and (ii) all disbursements in respect of any Specified Debt Repayment and any Specified Refinancing) shall not exceed 20%, in each case, based on a rolling four-week period (collectively, the "**Permitted Variances**"). "**Test Period**" shall mean (i) initially, the period ending on the last day of the fourth full calendar week after the Petition Date and (ii) thereafter, each four week period ending on the last day of each subsequent week thereafter. **Minimum Liquidity Covenant**. As of the last day of any week following the Closing Date, minimum free cash on hand (including, for the avoidance of doubt, the proceeds of the DIP Facility) of the Debtors ("**Liquidity**") to be no less than $550.0 million. *See* DIP Term Sheet 13.
Provisions Limiting Court's Power or Discretion to Enter Future Orders Local Rule 4001 - 2(a)(8)	No provision of the Proposed Interim Order specifically limits this Court's power or discretion to enter future orders in these Chapter 11 Cases.
Challenge Period Bankruptcy Rule 4001(c)(1)(B) Local Rule 4001 - 2(a)(10)	"**Challenge Deadline**" means no later than the earlier of (x) the date of entry of an order confirming a chapter 11 plan in these Chapter 11 Case(s) and (y)(i) with respect to any Creditors' Committee, the date that is 60 days after entry of the Final Order or (ii) with respect to other parties in interest, (a) if a Committee is appointed, no later than the date that is 75 days after the Petition Date or (b) if no Committee is appointed, no later than the date that is 75 days after the entry of the Final Order; provided that in the event that, prior to the expiration of the Challenge Period, (x) these Chapter 11 Case(s) are converted to chapter 7 or (y) a chapter 11 trustee is appointed in these Chapter 11 Case(s), then, in each such case, the Challenge Period shall be extended for a period of 60 days solely with respect to any Trustee, commencing on the occurrence of either of the events described in the foregoing clauses (x) and (y). *See* Interim Order Annex A.

Material Terms[10]	Summary of Material Terms
Waiver / Modification of the Automatic Stay Bankruptcy Rule 4001(c)(l)(B)(iv) Local Rule 4001 - 2(a)(10)	The automatic stay imposed by section 362(a) of the Bankruptcy Code is vacated and modified, without application to or further order of this Court, to permit: (a) the Debtors to grant the Adequate Protection Liens and the Adequate Protection Claims, and to perform such acts as the Prepetition Secured Parties may request to assure the perfection and priority of the Adequate Protection Liens, (b) the Debtors to incur all liabilities and obligations to the Prepetition Secured Parties, including all Adequate Protection Obligations, as contemplated under the Proposed Interim Order, (c) subject to paragraph 9 of the Proposed Interim Order, the Prepetition Secured Parties to exercise, upon the occurrence of any Termination Event (as defined below), all rights and remedies provided for in the Proposed Interim Order, the Prepetition Secured Documents or applicable law, and (d) the Debtors to perform under the Proposed Interim Order, and to take any and all other actions that may be reasonably necessary or required for the performance under the Proposed Interim Order. *See* Interim Order ¶ 11.
Indemnification Bankruptcy Rule 4001(c)(l)(B)(ix)	The DIP Facility Documents will contain customary indemnification provisions by the Borrower and each Guarantor (jointly and severally) in favor of (i) the DIP Agent (including the fees and out-of-pocket costs and expenses of Schulte Roth & Zabel LLP), (ii) the Ad Hoc Group of Senior Secured Noteholders (including the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Senior Secured Noteholder Advisors) and (iii) the Ad Hoc Group of Convertible Noteholders (including the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Convertible Noteholders Advisors) and each of their respective affiliates, successors and assigns and the respective partners, officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing and attorneys and representatives of each of the foregoing (each, an "**Indemnified Person**") (but, in the case of an Indemnified Person that is a member of the Ad Hoc Group of Convertible Noteholders and affiliates, successors and assigns and the respective partners, officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing and attorneys and representatives thereof, limited to the fees and out-of-pocket costs and expenses of such Indemnified Person incurred through the date of the termination of the Restructuring Support Agreement as to the Consenting Convertible Noteholders; *provided* that this parenthetical will not apply to Consenting Convertible Noteholders in their capacity as DIP Creditors); *provided* that no Indemnified Person will be indemnified for any losses, claims, damages, liabilities, or related expenses to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence or willful misconduct of such Indemnified Person. *See* DIP Term Sheet 18-19.
Prepayment Penalties Local Rule 4001 - 2(a)(13)	N/A

Material Terms[10]	Summary of Material Terms
Provisions Governing Joint Liability Local Rule 4001 - 2(a)(14)	N/A
Provisions Providing for Funding of Non-Debtor Affiliates Local Rule 4001 - 2(a)(15)	N/A
Provisions Requiring Debtors to Pay Agent or Lenders' Expenses and Attorneys Fee Without Notice or Review Local Rule 4001-2(16)	The payment of all Adequate Protection Professional Fees and Expenses hereunder shall be made without the necessity of filing fee applications with the Court or compliance with the U.S. Trustee's guidelines and shall not be subject to further application to or approval of the Court; *provided, however*, each such professional shall provide summary copies of its invoices (which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of their invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine) to counsel to the Debtors, the U.S. Trustee, and counsel to the Creditor's Committee (collectively, the "**Review Parties**"). Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the affected professional within ten (10) calendar days after delivery of such invoices to the Review Parties (such ten (10) day calendar period, the "**Review Period**"). If no written objection is received prior to the expiration of the Review Period from the Review Parties, the Debtors shall promptly pay such invoices following the expiration of the Review Period. If an objection is received within the Review Period from the Review Parties, the Debtors shall promptly pay the undisputed amount of the invoice, and the disputed portion of such invoice shall not be paid until such dispute is resolved by agreement between the affected professional and the objecting party or by order of this Court. *See* Interim Order ¶ 6.
Stipulations to Prepetition Liens and Claims Bankruptcy Rule 4001(c)(l)(B)(iii) Local Rule 4001 - 2(a)(18)	After consultation with their attorneys and financial advisors, and without prejudice to the rights of parties in interest, the Debtors, on their behalf and on behalf of their estates, admit, stipulate, acknowledge, and agree immediately upon entry of the Proposed Interim Order, to certain stipulations regarding the validity, perfection, and priority of the Prepetition Secured Parties' liens and obligations. *See* Interim Order ¶ G.

Background

A. General Background

16. On November 18, 2024 (the "**Petition Date**"), the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors remain in possession of their property and continue to operate and manage their business as debtors 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 official committee has been appointed in the Chapter 11 Cases.

17. 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.

18. Additional information about the Debtors' business and affairs, capital structure, and prepetition indebtedness, and the events leading up to the Petition Date, can be found in the First Day Declaration.

B. The Debtors' Prepetition Capital Structure[11]

19. As of the Petition Date, Spirit has approximately $3.6 billion in the aggregate of outstanding principal funded debt obligations, as reflected below:[12]

Funded Debt	Approximate Outstanding Principal Amount
Revolving Credit Facility	$300.0 million
8.000% Senior Secured Notes due 2025	$1.1 billion
Aircraft Debt	$1.5 billion

[11] Capitalized terms used in this section and the next two section but not otherwise defined herein or therein shall have the meanings ascribed to such terms in the First Day Declaration.

[12] The table is for illustration and summary purposes only. The Debtors does not admit to the validity, priority, and/or allowance of any claim, lien, or interest in property and reserve all rights in relation to such issues. The amounts tabulated therein reflect the outstanding principal amounts owed, and do not include accrued and unpaid interest, fees, premiums, or other related claims, if any.

Total Secured Debt	***$2.9 billion***
4.750% Convertible Senior Notes due 2025	$25 million
1.000% Convertible Senior Notes due 2026	$500 million
Unsecured Term Loans due 2031	$136 million
Total Debt	***$3.6 billion***

20. Further details regarding the Debtors' prepetition capital structure can be found in the First Day Declaration.

C. The Debtors' Liquidity Profile

21. Spirit has recently faced a number of headwinds that have negatively impacted its business, including the macroeconomic effects of the COVID-19 pandemic, an oversupplied domestic market, and larger rivals who have capitalized on premium and cost-conscious travelers alike. These challenges obligated Spirit to consider all possible pathways to preserve liquidity and maintain the business as a going concern. The Debtors commenced the Chapter 11 Cases to preserve and maximize the value of its estate for the benefit of its stakeholders.

22. Accordingly, the Debtors, with the assistance of their advisors, focused their efforts on negotiating the proposed DIP Facility with the proposed DIP Creditors. The Debtors and the DIP Creditors subsequently came to a mutual agreement on terms and conditions of the DIP Facility. The Debtors secured from the DIP Creditors an aggregate commitment to provide $300 million in postpetition DIP financing upon entry of the Proposed Final Order. The DIP Facility will mature up to 12 months after the Petition Date, and all amounts outstanding under the DIP Facility become due and payable in full on the maturity date.

23. While the Debtors do not require an immediate capital infusion, the Debtors anticipate that they will need to draw on additional liquidity during the duration of the Chapter 11 Case and recognize that securing the proposed postpetition financing will send a strong signal to the market and the Debtors' employees, vendors, and customers that these Chapter 11 Cases are well-funded are poised for a successful restructuring. Commencing these Chapter 11 Cases with

supplemental, committed financing in the form of the DIP Facility will communicate to the Debtors' key stakeholders that the Debtors will continue to service their customers and manage their businesses in a manner as close to the ordinary course as possible. Failure to obtain the DIP Facility would undercut these reassurances, which could lead to deteriorating consumer and market confidence in the Debtors' ability to effectuate a value preserving restructuring.

D. The Debtors' Restructuring Efforts and Efforts to Obtain Financing

24. In the spring of 2024, in the face of approaching maturities and in the wake of the JetBlue merger termination, the Company and its advisors continuously assessed options to refinance its upcoming maturities and focused on evaluating various transactions that could right-size its assets and capital structure and set the Company on a path for long-term success despite industry-wide and macroeconomic headwinds. In April 2024, the Company and its advisors initiated a process to formulate, evaluate, and consider various potential strategic and financial alternatives with a view to maximizing enterprise value. However, viable out-of-court restructuring options became increasingly unlikely, and, after full consideration of the Company's potential strategic and financial alternatives, it became clear that an in-court process would likely be necessary to maximize value for the Company and its stakeholders while positioning the Company for long-term success.

25. In parallel with its various prepetition initiatives, Spirit, with the assistance of its advisors, engaged in extensive good faith, arm's-length negotiations over the terms of the DIP Facility. Given the Debtors' current circumstances and prepetition capital structure, the most likely source of attractive debtor in possession financing was the DIP Creditors and, taken as a whole, the terms of the proposed DIP Facility are fair and reasonable under the present circumstances of the Chapter 11 Cases. *See* DIP Decl. ¶ 17. Accordingly, the Debtors and their advisors engaged in negotiations with the DIP Creditors with respect to postpetition financing. *See*

DIP Decl. ¶ 16. The negotiations spanned several weeks and lasted until shortly before the Petition Date. *Id.* Throughout this process, the Debtors and their advisors actively negotiated a number of the material terms proposed by the DIP Creditors—including the quantum of the DIP financing, the timing for making the DIP financing available to the Debtors, economics, covenants, and case milestones. *Id*.

26. To ensure that there was no other available financing on better terms under the circumstances, the Debtors, with the assistance of Perella Weinberg, solicited debtor-in-possession financing proposals from approximately 11 parties. Although several of those parties signed nondisclosure agreements, none of them expressed a binding interest in providing actionable financing to the Debtors on better terms than the DIP Secured Parties. *See* DIP Decl. ¶ 12.

27. As evidenced by the Debtors' and their advisors' efforts to secure post-petition financing, there are no viable alternative sources of DIP financing currently available to the Debtors, other than the proposed DIP Facility. *See* DIP Decl. ¶ 18. The Debtors thus believe that the proposed DIP Facility represent the best, and importantly, only option currently available to bolster the Debtors' liquidity profile and facilitate a value-maximizing exit from chapter 11.

Basis for Relief

A. The Debtors Should Be Authorized To Use Cash Collateral

28. While the Debtors do not believe any Cash Collateral exists at Spirit Airlines, Inc., to the extent any does, the Debtors should be permitted to use Cash Collateral pursuant to section 363(c)(2) of the Bankruptcy Code, which provides, in relevant part, that a debtor "may not use, sell, or lease cash collateral . . . unless: (A) each entity that has an interest in such cash collateral consents; or (B) the court, after notice and a hearing, authorizes such use, sale, or lease in accordance with the provisions of this section." 11 U.S.C. § 363(c)(2). Section 363(e) of the Bankruptcy Code further provides that "on request of an entity that has an interest in property . . .

to be used, sole, or leased, by the trustee, the court . . . shall prohibit or condition such use, sale, or lease as is necessary to provide adequate protection of such interest." *Id.* § 363(e).

29. While section 361 of the Bankruptcy Code provides examples of forms of adequate protection, such as granting replacement liens and administrative claims, courts decide what constitutes adequate protection on a case-by-case basis. *See, e.g.*, *In re Swedeland Dev. Grp., Inc.*, 16 F.3d at 564 ("[A] determination of whether there is adequate protection is made on a case by case basis."); *In re Martin*, 761 F.2d 472, 474 (8th Cir. 1985) ("[S]uch matters are to be left to case-by-case interpretation and development." (cleaned up)); *In re Satcon Tech. Corp.*, No. 12-12869 (KG), 2012 WL 6091160, at *6 (Bankr. D. Del. Dec. 7, 2012) (same). The adequate protection offered here is traditional, appropriate, and routinely granted—including in this district. *See, e.g.*, *In re MD Helicopters, Inc.*, No. 22-10263 (KBO) (Bankr. D. Del. Apr. 26, 2022) [D.I. 205] (granting prepetition secured parties adequate protection liens, including liens on a depositary account funded post-petition, superpriority claims subject to a Carve Out, fees, and expenses, and requiring that the debtors deliver certain financial reports and budget compliance documents); *In re BHCosmetics Holdings, LLC*, No. 22-10050 (CSS) (Bankr. D. Del. Mar. 9, 2022) [D.I. 217] (granting certain prepetition secured parties adequate protection liens, superpriority administrative claims, fees, expenses, and control over all deposit accounts, and requiring the debtors to provide certain budget and financial reports).

30. In light of the foregoing, the Debtors further submit that the proposed Adequate Protection Obligations, to be provided for the benefit of the Prepetition Secured Parties, are fair and appropriate under the circumstances and will ensure that the Debtors are able to continue using any Cash Collateral, subject to the terms and conditions set forth in the Proposed Interim Order, for the benefit of all parties in interest and the Debtors' estates.

B. The DIP Agent and the DIP Creditors Should Be Afforded Good-Faith Protection Under Section 364(e) of the Bankruptcy Code

31. Section 364(e) of the Bankruptcy Code protects a good-faith lender's right to collect on loans extended to a debtor, and its right in any lien securing those loans, even if the authority of the debtor to obtain such loans or grant such liens is later reversed or modified on appeal. 11 U.S.C. § 364(e). Section 364(e) of the Bankruptcy Code provides as follows:

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

Id.

32. The DIP Facility is the result of (a) the Debtors' reasonable and informed determination that the DIP Creditors offered the most favorable terms on which to obtain vital post-petition financing and (b) extensive arms'-length, good-faith negotiations between the Debtors and the DIP Creditors. *See* DIP Decl. ¶ 19. The Debtors submit that the terms and conditions of the DIP Facility are reasonable and appropriate under the circumstances, and the proceeds of the DIP Facility will be used only for purposes that are permissible under the Bankruptcy Code. Further, no consideration is being provided to the DIP Agent, the DIP Creditors, or any other party to the DIP Documents other than as described herein. Accordingly, the Court should find that the obligations arising under the DIP Facility and other financial accommodations made to the Debtors have been extended by the DIP Agent and the DIP Creditors in "good faith" within the meaning of section 364(e) of the Bankruptcy Code and should therefore hold that the DIP Agent and the DIP Creditors are entitled to all of the protections afforded thereby.

C. The Automatic Stay Should Be Modified on a Limited Basis

33. The Proposed Interim Order provides that the automatic stay provisions of section 362 of the Bankruptcy Code will be modified to permit (a) the Debtors to grant the Adequate Protection Liens and the Adequate Protection Claims, and to perform such acts as the Prepetition Secured Parties may request to assure the perfection and priority of the Adequate Protection Liens, (b) the Debtors to incur all liabilities and obligations to the Prepetition Secured Parties, including all Adequate Protection Obligations, as contemplated under this Interim Order, (c) the Prepetition Secured Parties, subject to certain limitations, to exercise remedies upon the occurrence and during the continuation of a Termination Event, and (e) the Prepetition Secured Parties to implement all of the terms, rights, benefits, privileges, remedies, and provisions of the Proposed Interim Order, including allowing the Prepetition Secured Parties to file any financing statements, security agreements, notices of liens, and other similar instruments and documents in order to validate and perfect the liens and security interests granted to them under the Proposed Interim Order.

34. Stay modifications of this kind are standard features of debtor-in-possession financing arrangements, and, in the Debtors' business judgment, are reasonable and fair under the circumstances of the Chapter 11 Cases. *See, e.g.*, *In re Vice Group Holding Inc.*, 23-10738 (JPM) (Bankr. S.D.N.Y. June 13, 2023) [Docket No. 138]; *In re Revlon, Inc.*, 22-10760 (DSJ) (Bankr. S.D.N.Y. Aug. 2, 2022) [Docket No. 330]; *In re Vewd Software USA, LLC*, 21-12065 (MEW) (Bankr. S.D.N.Y. Feb. 1, 2022) [Docket No. 127]; *In re Philippine Airlines, Inc.*, 21- 11569 (SCC) (Bankr. S.D.N.Y. Sept. 30, 2021) [Docket No. 123]; *In re Grupo AeroMexico, S.A.B. de C.V.*, 20-11563 (SCC) (Bankr. S.D.N.Y. Oct. 13, 2020) [Docket No. 527]; *In re Avianca Holdings, S.A., et al.*, 20-22233 (MG) (Bankr. S.D.N.Y. Oct. 5, 2020) [Docket No. 1031]. The Debtors, therefore, submit that the modification of the automatic stay as set forth in the Proposed Interim Order should be approved.

D. The Scope of the Carve Out Is Appropriate

35. The Proposed Interim Order and the DIP Facility subject the security interests and administrative expense claims under the Adequate Protection Payments and the DIP Facility to the Carve Out. Such carve-outs for professional fees have been found to be reasonable and necessary to ensure that a debtor's estate and any official committee appointed can reimburse its professionals in certain circumstances during an event of default under the terms of the debtor's post-petition financing. *See In re Ames Dep't Stores, Inc.*, 115 B.R. at 38 ("Absent such protection, the collective rights and expectations of all parties-in-interest are sorely prejudiced."). Additionally, the Carve Out protects against administrative insolvency during the course of the Chapter 11 Cases by ensuring that, notwithstanding the grant of superpriority claims and liens under the Adequate Protection Payments and the DIP Facility, assets remain for the payment of the fees of the office of the United States Trustee for the District of Delaware (the "**U.S. Trustee**") and professional fees of the Debtors and any official committee appointed in the Chapter 11 Cases.

36. Courts in this district and others routinely approve carve-out provisions agreed to by debtors and their post-petition lenders. *See, e.g., 2U, Inc.*, No. 24-11279 (MEW) (Bankr. S.D.N.Y. July 29, 2024) [ECF 37]; *GOL Linhas Aéreas Inteligentes S.A.*, No. 24-10118 (MG) (Bankr. S.D.N.Y. Jan. 29, 2024) [ECF 59]; *SAS AB*, No. 24-10118 (MEW) (Bankr. S.D.N.Y. Nov. 9, 2023) [ECF 1602]; *In re Lakeland Tours, LLC*, No. 20-11647 (JLG) (Bankr. S.D.N.Y. July 27, 2020) [ECF No. 58]; *In re Centric Brands Inc.*, No. 20-22637 (SHL) (Bankr. S.D.N.Y. May 20, 2020) [ECF No. 59]; *In re Internap Technology Solutions Inc.*, No. 20-22393 (RDD) (Bankr. S.D.N.Y. May 5, 2020) [ECF No. 188]; *In re George Washington Bridge Bus Station Dev. Venture LLC*, No. 19–13196 (SCC) (Bankr. S.D.N.Y. Oct. 30, 2019) [ECF No. 62]; *In re Stearns Holdings, LLC*, No. 19-12226 (SCC) (Bankr. S.D.N.Y. Aug. 2, 2019) [ECF No. 209]; *In re Windstream Holdings, Inc.*, No. 19-22312 (RDD) (Bankr. S.D.N.Y. April 22, 2019) [ECF No. 376]; *In re*

SquareTwo Fin. Svs. Corp., No. 17-10659 (JLG) (Bankr. S.D.N.Y. March 27, 2017) [ECF No. 60]; *In re Aéropostale, Inc.*, No. 16-11275 (SHL) (Bankr. S.D.N.Y. May 6, 2016) [ECF No. 99]; *In re International Foreign Exchange Concepts Holdings, Inc.*, No. 13-13379 (REG) (Bankr. S.D.N.Y. Nov. 20, 2013) [ECF No. 84]; *In re The Great Atl. & Pac. Tea Co., Inc.*, No. 10-24549 (RDD) (Bankr. S.D.N.Y. Dec. 13, 2010) [ECF No. 43]; *In re Ulta Stores, Inc.*, No. 09-11854 (BRL) (Bankr. S.D.N.Y. Apr. 29, 2009) [ECF No. 97].

E. Upon Entry of a Final Order, the Debtors Should Be Authorized to Obtain Post-Petition Financing on a Senior Secured and Superpriority Basis

i. *The Debtors Exercised Sound and Reasonable Business Judgment in Deciding To Enter into the DIP Facility*

37. Provided that an agreement to obtain postpetition credit is consistent with the provisions of, and policies underlying, the Bankruptcy Code, courts grant a debtor considerable deference in exercising its sound business judgment in obtaining such credit. *See, e.g.*, *In re Republic Airways Holdings Inc.*, No. 16-10429 (SHL), 2016 WL 2616717, at *11 (Bankr. S.D.N.Y. May 4, 2016) ("In determining whether to authorize post-petition financing, bankruptcy courts will generally defer to the debtor's business judgment."); *In re Barbara K. Enters., Inc.*, No. 08-11474 (MG), 2008 WL 2439649, at *14 (Bankr. S.D.N.Y. June 16, 2008) (the court's function is "to defer to a debtor's own business judgment so long as a request for financing does not 'leverage the bankruptcy process' and unfairly cede control of the reorganization to one party in interest."); *In re Ames Dep't Stores, Inc., Eastern Retailers Service Corp., et al.*, 115 B.R. 34, 40 (Bankr. S.D.N.Y. 1990) ("[C]ases consistently reflect that the court's discretion under section 364 [of the Bankruptcy Code] is to be utilized on grounds that permit [a debtor's] reasonable business judgment to be exercised so long as the financing agreement does not contain terms that leverage the bankruptcy process and powers or its purpose is not so much to benefit the estate as it is to benefit a party-in-interest.").

38. In determining whether the Debtors have exercised sound business judgment in entering into the DIP Facility, the Court should consider the economic terms of the DIP Facility under the totality of the circumstances. *See* Hr'g Tr. at 734-35:24, *In re Lyondell Chem. Co.,* No. 09-10023 (REG) (Bankr. S.D.N.Y. Feb. 27, 2009) (recognizing that "the terms that are now available for DIP financing in the current economic environment aren't as desirable" as otherwise); *In re Elingsen McLean Oil Co., Inc.,* 65 B.R. 358, 365 n.7 (W.D. Mich. 1986) (recognizing debtor may have to enter into "hard" bargains to acquire funds for its reorganization under difficult circumstances). Moreover, the Court may appropriately take into consideration non-economic benefits to the Debtors offered under the proposed DIP facility.

39. Moreover, courts consider the terms in light of the relative circumstances of both the debtor and the potential lender to determine whether the terms of a post-petition financing arrangement are fair and reasonable. *See In re United States Concrete, Inc.*, No. 10-11407 (PJW), 2010 Bankr. LEXIS 6016, at *9 (Bankr. D. Del. May 21, 2010) (noting that the debtors were unable to find financing on more favorable terms and finding the financing to be fair and reasonable); *In re Farmland Indus., Inc.*, 294 B.R. 855, 886 (Bankr. W.D. Mo. 2003); *Unsecured Creditors' Comm. Mobil Oil Corp. v. First Nat'l Bank & Trust Co. (In re Ellingsen MacLean Oil Co.),* 65 B.R. 358, 365, n.7 (W.D. Mich. 1986) (recognizing a debtor may have to enter into a "hard" bargain to acquire funds for its reorganization), *aff'd sub nom. In re Ellingsen MacLean Oil Co., Inc.*, 834 F.2d 599 (6th Cir. 1987).

40. Courts emphasize that the business judgment rule is not an onerous standard and may be satisfied "as long as the proposed action *appears* to enhance the debtor's estate." *Crystalin, L.L.C. and Citizens National Bank of Greater St. Louis v. Selma Props., Inc. (In re Crystalin,*

L.L.C.), 293 B.R. 455, 464 (B.A.P. 8th Cir. 2003) (quoting *Four B. Corp. v. Food Barn Stores, Inc.*, 107 F.3d 558, 566, n.16 (8th Cir. 1997)) (cleaned up).

41. Further, in determining whether the Debtors has exercised sound business judgment in deciding to enter into the DIP Documents, the Court may appropriately take into consideration non-economic benefits to the Debtors offered by the Interim Financing. For example, in *In re ION Media Networks, Inc.*, the Bankruptcy Court for the Southern District of New York observed that:

> Although all parties, including the Debtors and the Committee, are naturally motivated to obtain financing on the best possible terms, a business decision to obtain credit from a particular lender is almost never based purely on economic terms. Relevant features of the financing must be evaluated, including non-economic elements such as the timing and certainty of closing, the impact on creditor constituencies and the likelihood of a successful reorganization. This is particularly true in a bankruptcy setting where cooperation and establishing alliances with creditor groups can be a vital part of building support for a restructuring that ultimately may lead to a confirmable reorganization plan. That which helps to foster consensus may be preferable to a notionally better transaction that carries the risk of promoting unwanted conflict.

No. 09-13125 (JMP), 2009 WL 2902568, at *4 (Bankr. S.D.N.Y. July 6, 2009).

42. Under the circumstances, the Debtors' determination to enter into the DIP Facility upon entry of the Proposed Final Order is a sound exercise of its business judgment following a thorough process and good faith, arms'-length negotiations, and in light of the considerable reassurances the DIP Facility will provide to the Debtors' customers, vendors, employees and key stakeholders. The DIP Facility will signal that the Debtors possess the requisite liquidity to fund operations, pay the administrative costs of the Chapter 11 Cases, and preserve the value of the Debtors' estate. This will in turn ensure continued, uninterrupted operations, thereby preserving the value of the estate for the benefit of all stakeholders. *See* DIP Decl. ¶ 18. The Debtors' management team and legal and financial advisors were actively involved throughout the DIP

Facility negotiation process, and the Debtors believe that they have obtained a DIP Facility that best matches their needs in these circumstances. *See* DIP Decl. ¶¶ 10-11, 17. Accordingly, the Court should authorize the Debtors' entry into the DIP Documents upon entry of the Proposed Final Order as it is a reasonable exercise of the Debtors' business judgment.

ii. *The Debtors Meet the Conditions Necessary Under Section 364(c) and (d) of the Bankruptcy Code to Obtain Post-Petition Financing on a Senior Secured and Superpriority Basis*

43. The Debtors propose to obtain financing under the DIP Facility by providing the DIP Secured Parties superpriority claims and liens pursuant to section 364(c) and (d)(1) of the Bankruptcy Code. Specifically, the DIP Secured Parties will be granted the DIP Liens on the DIP Collateral with priority over all other claims (subject in each case only to the Carve Out).

44. The Debtors meet the requirements for relief under section 364(c) of the Bankruptcy Code, which permits a debtor, with Court authorization, to obtain post-petition financing and, in return, to grant superpriority administrative status and liens on its property. Specifically, section 364(c) of the Bankruptcy Code provides as follows:

> If the trustee is unable to obtain unsecured credit allowable under section 503(b)(1) of this title as an administrative expense, the court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt—
>
> (a) with priority over any or all administrative expenses of the kind specified in section 503(b) or 507(b) of this title;
>
> (b) secured by a lien on property of the estate that is not otherwise subject to a lien; or
>
> (c) secured by a junior lien on property of the estate that is subject to a lien.

11 U.S.C. § 364(c).

45. In evaluating proposed post-petition financing under section 364(c) of the Bankruptcy Code, courts perform a qualitative analysis and consider whether (a) unencumbered

credit or alternative financing without superpriority status is available to the debtor, (b) the credit transactions are necessary to preserve assets of the estate, and (c) the terms of the credit agreement are fair, reasonable, and adequate, especially given the circumstances. *See, e.g.*, *In re Trans World Airlines, Inc.*, 163 B.R. at 974; *In re L.A. Dodgers LLC*, 457 B.R. at 313; *In re Aqua Assocs.*, 123 B.R. 192, 195–99 (Bankr. E.D. Pa. 1991); *In re St. Mary Hosp.*, 86 B.R. 393, 401–02 (Bankr. E.D. Pa. 1988); *In re LATAM Airlines Grp. S.A.*, 620 B.R. 722, 767 (Bankr. S.D.N.Y. 2020); *Bland v. Farmworker Creditors*, 308 B.R. 109, 113–14 (S.D. Ga. 2003); *In re Ames Dep't Stores, Inc.*, 115 B.R. at 37–40.

46. Further, the Debtors meet the requirements for relief under section 364(d) of the Bankruptcy Code, which permits a debtor, with Court authorization, to obtain post-petition financing secured by liens that are senior to prepetition liens. Specifically, section 364(d) of the Bankruptcy Code provides as follows:

> (a) The court, after notice and a hearing, may authorize the obtaining of credit or the incurring of debt secured by a senior or equal lien on property of the estate that is subject to a lien only if:
>
> > (i) the trustee is unable to obtain such credit otherwise; and
> >
> > (ii) there is adequate protection of the interest of the holder of the lien on the property of the estate on which such senior or equal lien is proposed to be granted.
>
> (b) In any hearing under this subsection, the trustee has the burden of proof on the issue of adequate protection.

11 U.S.C. § 364(d).

47. Accordingly, the Debtors may incur "priming" liens under the DIP Facility if either (a) the Prepetition Secured Creditors have consented or (b) the Prepetition Secured Creditors' interests in collateral are adequately protected.

48. Here, the Debtors have amply satisfied the necessary conditions under section 364(c) and (d) of the Bankruptcy Code for authority to enter into the DIP Documents. Given the circumstances, the Debtors could not obtain credit on an unsecured, junior secured, or administrative expense basis. For all the reasons discussed further below, the Debtors respectfully submit that the Court should grant the Debtors' request to enter into the DIP Facility upon entry of the Proposed Final Order pursuant to section 364(c) and (d) of the Bankruptcy Code.

a. The Debtors Are Unable to Obtain Financing on More Favorable Terms Than the DIP Facility

49. In order to satisfy this test, a debtor need only demonstrate "by a good faith effort that credit was not available without" the protections afforded to potential lenders by section 364(c) or 364(d) of the Bankruptcy Code. *In re Snowshoe Co., Inc.*, 789 F.2d 1085, 1088 (4th Cir. 1986) ("The statute imposes no duty to seek credit from every possible lender before concluding that such credit is unavailable."); *see also Pearl-Phil GMT (Far E.) Ltd. v. Caldor Corp.*, 266 B.R. 575, 584 (S.D.N.Y. 2001) (superpriority administrative expenses authorized where debtor could not obtain credit as an administrative expense); *In re Ames Dep't Stores, Inc.*, 115 B.R. at 40 (approving financing facility and holding that debtor made reasonable efforts to satisfy the standards of section 364(c), to obtain less onerous terms where debtor approached four lending institutions, was rejected by two, and selected the least onerous financing option from the remaining two lenders); *In re Plabell Rubber Prods., Inc.*, 137 B.R. 897, 900 (Bankr. N.D. Ohio 1992). This is especially true where time is of the essence. *See In re Reading Tube Indus. And Lash Holdings Ltd (In re Reading Tube Indus.)*, 72 B.R. 329, 332 (Bankr. E.D. Pa. 1987) ("Given the 'time is of the essence' nature of this type of financing, we would not require this or any debtor to contact a seemingly infinite number of possible lenders.").

50. Moreover, in circumstances where only a few lenders likely can or will extend the necessary credit to a debtor on an unsecured or administrative priority basis, "it would be unrealistic and unnecessary to require [the debtor] to conduct such an exhaustive search for financing." *In re Sky Valley, Inc.*, 100 B.R. 107, 113 (Bankr. N.D. Ga. 1988), *aff'd sub nom. Anchor Sav. Bank FSB v. Sky Valley, Inc.*, 99 B.R. 117, 120 n.4 (N.D. Ga. 1989); *see also In re Snowshoe Co.*, 789 F.2d at 1088 (demonstrating that credit was unavailable absent the senior lien by establishment of unsuccessful contact with other financial institutions in the geographic area); *In re Stanley Hotel, Inc.*, 15 B.R. 660, 663 (D. Colo. 1981) (bankruptcy court's finding that two national banks refused to grant unsecured loans was sufficient to support conclusion that the requirements of section 364 of the Bankruptcy Code were met); *In re Ames Dep't Stores, Inc.*, 115 B.R. at 37–39 (debtor must show that it made reasonable efforts to seek other sources of financing under section 364(a) and (b) of the Bankruptcy Code).

51. As described more fully above and in the DIP Declaration, the Debtors sought financing from multiple market sources and engaged in extensive and good-faith negotiations with the DIP Secured Parties to obtain the best financing terms available. *See* DIP Decl. ¶ 12. No lenders were willing to provide postpetition financing on an unsecured, junior secured, or administrative priority basis. The Prepetition Secured Notes were unwilling to be primed on their collateral. As a result, the Prepetition Secured Notes were unwilling to offer consent for any alternative DIP proposal that would prime the Prepetition Secured Notes' liens. Simply put, the DIP Facility provides the Debtors with the liquidity they need at the lowest cost available, and, therefore, the Debtors have concluded that it the represents the Debtors' best available postpetition financing option. *See* DIP Decl. ¶¶ 17-18. Accordingly, the Debtors submit that they have met the standard for obtaining the proposed DIP Facility upon entry of the Proposed Final Order.

b. The Terms of the DIP Facility and the Proposed Adequate Protection Are Fair, Reasonable, and Adequate Under the Circumstances

52. In considering whether the terms of postpetition financing are fair and reasonable, courts consider the terms in light of the relative circumstances of both the debtor and the potential lender. *See In re Farmland Indus., Inc.*, 294 B.R. at 886; *see also In re Ellingsen MacLean Oil Co.*, 65 B.R. at 365 n.7 (a debtor may have to enter into hard bargains to acquire funds). The appropriateness of a proposed financing facility should also be considered in light of current market conditions. *See Transcript of Record* at 740: 4–6, *In re Lyondell Chem. Co.*, No. 09-10023 (REG) (Bankr. S.D.N.Y. Feb. 27, 2009) ("[B]y reason of present market conditions, as disappointing as the [debtor-in-possession financing] pricing terms are, I find the provisions [of the financing] reasonable here and now.").

53. Pursuant to that certain DIP commitment letter by and among the Company and the Commitment Parties (as defined therein), dated as of November 18, 2024 and attached hereto as **Exhibit C** (the "**DIP Commitment Letter**"), the Debtors are requesting authority to pay the Put Option Premium upon entry of the Proposed Interim Order. The DIP Facility is fully committed by the DIP Creditors, who have agreed to maintain their DIP Commitments without approval of the DIP Facility pursuant to the Proposed Interim Order. *See* DIP Decl. ¶ 18. The Debtors believe that the DIP Creditors would not have agreed to offer binding DIP commitments in the amount of $300 million without approval of the DIP Facility without approval of the Put Option Premium on the first day of the cases. The Debtors therefore submit that payment of the Put Option Premium upon entry of the Proposed Interim Order is fair, reasonable and appropriate under the circumstances.

54. As set forth in the DIP Declaration, the Debtors believe that the fees to be paid under the DIP Facility are appropriate, particularly in light of the circumstances of the Chapter 11

Cases and market practice for debtor-in-possession financings of this size and type. *See* DIP Decl. ¶ 18. All of the terms of the DIP Facility were extensively negotiated by the Debtors and their advisors to ensure that the terms were as favorable to the Debtors as possible under the circumstances, and the Debtors believe that such terms represent fair consideration for the critical financing being provided by the DIP Secured Parties. *See* DIP Decl. ¶ 19. Accordingly, the fees provided for under the DIP Facility are reasonable and within market practice for debtor-in-possession financings of this size and type, and the Court should authorize the Debtors to pay the fees provided under the DIP Documents in connection with the DIP Facility.

55. When priming of liens is sought under section 364(d) of the Bankruptcy Code, the courts also examine whether the prepetition secured creditors are being provided adequate protection for the value of their liens. *See In re Utah 7000, L.L.C.*, No. 08-21869 (JAB), 2008 WL 2654919, at *3 (Bankr. D. Utah July 3, 2008); *In re Beker Indus. Corp., and Beker Phosphate Corp. (In re Beker Indus. Corp.)*, 58 B.R. 725, 736–737 (Bankr. S.D.N.Y. 1986). Although the Bankruptcy Code does not define "adequate protection," section 361 of the Bankruptcy Code delineates a non-exhaustive list of the available types of adequate protection, including: periodic cash payments, additional liens, replacement liens, and the "indubitable equivalent of such entity's interest in such property." 11 U.S.C. § 361. The focus of the requirement is to protect a secured creditor from the diminution in the value of its interest in the particular collateral during the period of use. *See The Resolution Trust Corp., as Conservator of Cartaret Federal Savings Bank v. Swedeland Dev. Grp., Inc.; Haylex Acquisition Co.; Unsecured Creditors Committee; First Fidelity Bank, National Association (In re Swedeland Dev. Grp., Inc.)*, 16 F.3d 552, 564 (3d Cir. 1994) ("[T]he whole purpose of adequate protection for a creditor is to insure that the creditor receives the value for which he bargained prebankruptcy.").

56. The Debtors propose to provide a variety of forms of adequate protection to protect the interests of the Prepetition Secured Parties in the Debtors' property from any diminution in value of the Prepetition Collateral resulting from the (a) use of Cash Collateral by the Debtors and (b) the imposition of the automatic stay (in each case, subject to the Carve Out and the liens and claims of the DIP Secured Parties). These include (a) security interests in, and liens on the DIP Collateral (the "**Adequate Protection Liens**") as provided in the DIP Term Sheet; (b)(i) payment of interest at the non-default rate that would otherwise be owed to the Prepetition Secured Noteholders under the Prepetition Secured Notes Indenture (the "**Secured Notes Accrued Adequate Protection Payments**"); (ii) payment of interest at the non-default rate that would otherwise be owed to the Prepetition RCF Lenders under the Revolving Credit Agreement ("**RCF Accrued Adequate Protection Payments**"); and (iii) the payment of all reasonable and documented fees, costs, expenses and charges of the Prepetition Secured Notes Trustee and the Prepetition Secured Noteholders (the "**Secured Adequate Protection Fees**") and the Prepetition RCF Agents and counsel to the Prepetition RCF Agents ("**RCF Adequate Protection Fees**"); and (c) an allowed administrative claim against the Debtors' estate under section 503 of the Bankruptcy Code, with priority over all administrative expense claims and unsecured claims against the Debtors and its estate of any kind or nature whatsoever, subject to the Carve Out (the "**Adequate Protection Superpriority Claims**") as provided in the DIP Term Sheet.

57. Courts have held enhancement of collateral is a critical component of adequate protection and have considered "whether the value of the debtor's property will increase as a result of the . . . proposed financing." *In re 495 Cent. Park Ave. Corp.*, 136 B.R. 626, 631 (Bankr. S.D.N.Y. 1992) (finding that improvements to collateral financed by post-petition financing proceeds would improve collateral value in excess of loans and, therefore, provided adequate

protection); *In re Sky Valley, Inc.*, 100 B.R. at 114 ("an increase in the value of the collateral . . . resulting from superpriority financing could result in adequate protection."), *aff'd sub nom*. Anchor Sav. Bank FSB v. Sky Valley, Inc., 99 B.R. 117 (N.D. Ga. 1989); *see In re Hubbard Power & Light*, 202 B.R. 680 (Bankr. E.D.N.Y. 1996) (approving post-petition financing to be used, in part, to fund cleanup costs of encumbered property anticipated to improve the value of the collateral, thereby serving the goal of adequate protection). The Debtors, therefore, further submit that the adequate protection as described herein is fair and reasonable and is sufficient to satisfy the requirements of section 364(d)(1)(B) of the Bankruptcy Code.

Request for Final Hearing

58. Pursuant to Bankruptcy Rules 4001(b)(2) and 4001(c)(2), the Debtor requests that the Court set a date for the Final Hearing that is as soon as practicable, and to fix a time and date prior to the Final Hearing for parties to file objections to this Motion.

Debtors' Reservation of Rights

59. 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 the Debtors on any grounds, a waiver or impairment of the Debtors' 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. The Debtors expressly reserves their rights to contest any claims 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 the Debtors' rights to subsequently dispute such claim.

Emergency Consideration

60. The Debtors respectfully request emergency consideration of this Motion under Bankruptcy Rule 6003(b). Bankruptcy Rule 6003 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 ...(b) 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 Declarations, the Debtors believe that an orderly transition into chapter 11 is critical to preserve the value of the Debtors' estates and that any delay in granting the relief requested herein could cause immediate and irreparable harm. If the Debtors are not able to access the Interim Financing in the near term, they may not be able to preserve the value of their estates through the chapter 11 process. Accordingly, the Debtors submit that the relief requested herein satisfies Bankruptcy Rule 6003.

Compliance with Bankruptcy Rule 6004(a) and Waiver of Bankruptcy Rule 6004(h)

61. To implement successfully the relief sought herein, the Debtors request that the Court find that notice of the Motion is adequate under Bankruptcy Rule 6004(a) under the circumstances. The Debtors also request 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 that the Debtors seek in this Motion is necessary for the Debtors to operate their business without interruption and to preserve value for its estate and economic stakeholders. Accordingly, the Debtors respectfully submit 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

62. Notice of this Motion will be provided to (a) each party that is on the Master Service List (as defined in the *Motion of the Debtors for Entry of an Order Implementing Certain Notice and Case Management Procedures* filed contemporaneously herewith), (b) each party that is entitled to notice under Rule 9013-1(b) of the Local Bankruptcy Rules for the Southern District of New York (the "**Local Rules**"), (c) any party that has requested notice pursuant to Bankruptcy Rule 2002.

63. 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 Debtors respectfully submit that no other or further notice is required.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Interim Order, substantially in the form attached hereto as **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 Debtors and Debtors in Possession

Exhibit A

DIP Declaration

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450 Lexington Avenue
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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:	**Chapter 11**
SPIRIT AIRLINES, INC.,	**Case No. 24-11988 (SHL)**
Debtor.[1]	

DECLARATION OF BRUCE MENDELSOHN IN SUPPORT OF THE DEBTORS' MOTION FOR ENTRY OF INTERIM AND FINAL ORDERS, PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, 506, 507, AND 552, (I) AUTHORIZING THE DEBTORS, UPON ENTRY OF THE FINAL ORDER, TO OBTAIN SENIOR SECURED SUPERPRIORITY POST-PETITION FINANCING, (II) AUTHORIZING THE DEBTORS' USE OF ANY CASH COLLATERAL, (III) PROVIDING ADEQUATE PROTECTION TO PREPETITION SECURED PARTIES, (IV) SCHEDULING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF

I, Bruce Mendelsohn, make this declaration pursuant to 28 U.S.C. § 1746:

1. I am a Partner in the Advisory Group at Perella Weinberg Partners L.P. ("**PWP**"), a financial advisory firm that maintains an office at 767 5th Avenue, New York, New York, 10153, and the Debtors'[2] investment banker. PWP is a full-service investment banking firm

[1] The last four digits of the Debtor's employer identification number is 7023. The address of the Debtor's corporate headquarters is 1731 Radiant Drive, Dania Beach, FL 33004.

[2] 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 draft 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

providing strategic and financial advisory services, including with respect to mergers and acquisitions, capital raising and restructuring transactions across a broad range of industries. PWP and its professionals have extensive experience with respect to the reorganization and restructuring of distressed companies, both out of court and in Chapter 11 proceedings.

2. I submit this declaration (the "**Declaration**") in support of the *Motion of Debtors for Entry of Interim and Final Orders, Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, 503, 506, 507, and 552, (I) Authorizing the Debtors, Upon Entry of the Final Order, to Obtain Senior Secured Superpriority Post-Petition Financing, (II) Authorizing the Debtors' Use of Any Cash Collateral, (III) Providing Adequate Protection to Prepetition Secured Parties, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "**DIP Motion**"),[3] which, as noted in the DIP Motion, seeks interim authorization to (i) use the proceeds of the Prepetition Collateral, (ii) grant adequate protection to the Prepetition Secured Parties, (iii) modify the automatic stay, and (iv) schedule a final hearing to consider entry of a Final Order authorizing and approving the relief requested by the Proposed Interim Order and the Debtors' entry into the DIP Facility.

3. Although PWP is expected to be compensated for its work as the Debtors' proposed investment banker in the Chapter 11 Case, I am not compensated separately for this Declaration or testimony. Except as otherwise indicated herein, all of the facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, the information provided to me by PWP professionals involved in advising the Debtors in the

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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.

[3] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the DIP Motion or the *Declaration of Fred Cromer in Support of the Chapter 11 Proceedings and First Day Pleadings* (the "**First Day Declaration**"), as applicable.

Chapter 11 Cases, or information provided to me by the Debtors. If called upon to testify, I could and would testify to the facts set forth herein on that basis. I am over the age of 18 years and am authorized to submit this Declaration.

Qualifications

4. I am a Partner and the Head of Global Restructuring of PWP, which I joined in 2016. PWP is a full-service investment banking firm providing strategic and financial advisory services, including with respect to mergers and acquisitions, capital raising, and restructuring transactions, across a broad range of industries. PWP and its senior professionals have extensive experience with respect to the reorganization and restructuring of distressed companies, both out of court and in chapter 11 proceedings.

5. I have approximately 30 years of investment banking and capital structure advisory experience assisting companies on a wide range of strategic matters. I have advised companies, creditors, shareholders and other stakeholders with respect to issues relating to chapter 11 plan negotiations, debtor-in-possession ("**DIP**") financings, cash collateral usage, 363 sale processes and new money recapitalizations, in each case analyzing and evaluating business plans, cash flow forecasts and liquidity needs, as well as evaluating, negotiating and structuring DIP financings. Prior to joining PWP, I was a Partner at Goldman Sachs where I worked from May 1998 to June 2015 and most recently served as Head of the Americas Restructuring Group and part of the U.S. Leveraged Finance team. I was named a Partner at Goldman Sachs in 2010. From 2006 to 2008, I served as Chief Underwriting Officer for North America, where I was a member of Goldman Sachs' Firmwide Capital Committee and its Special Situations Specialty Lending Investment Committee. I served as Global Head of the Special Assets and Bank Debt Portfolio groups from 2000 to 2008, and started at Goldman Sachs in the Securities Division where I spent two years working on the distressed bond and bank loan proprietary trading desks.

Prior to Goldman Sachs, I worked for UBS and MJ Whitman in restructuring and distressed securities, and began my career in finance at Lehman Brothers. I received a Bachelor of Arts degree in 1984 from Emory University and a Master of Business Administration in 1989 from the Wharton School at the University of Pennsylvania.

6. In addition to working with the Debtors in the above-captioned Chapter 11 Case, my experience includes representing companies, boards, creditors, and other stakeholders in a variety of situations across a broad range of industries, including the chapter 11 cases of: American Tire Distributors, Bonanza Creek, Breitburn Energy, Bristow Group, California Resources Corporation, Chesapeake Energy, Cineworld Group, Crossmark Holdings, Eco-Bat Technologies, Fieldwood Energy, FTX, Garrett Motion, iHeart Communications, LATAM Airlines, Memorial Production Partners, Pacific Drilling, Sanchez Energy Corporation, Seadrill, Sears, Video Equipment Rental Corporation, Windstream, and 21st Century Oncology, among others. In addition, while at Goldman Sachs, I was involved in the following bankruptcy cases: Bridge Information Systems, Brothers Gourmet Coffees, Calpine, CRC Communications, Focal Communications, General Growth Properties, Lehman Brothers, Network Plus, Nextel International, Orchard Supply, Qwest Communications and 360 Networks.

PWP's Qualifications

7. PWP is a leading global independent advisory firm that provides strategic and financial advice to clients across a range of the most active industry sectors and international markets, with offices in New York, London, Houston, Calgary, Chicago, Denver, Los Angeles, Munich, Paris, and San Francisco. PWP's corporate advisory practice is focused on providing clients with advice related to mergers and acquisitions and financial restructurings. PWP's mergers and acquisitions practice advises both public and private companies. Its financial

restructuring practice works with companies, investors, and other parties-in-interest in turn-around and distressed situations.

8. PWP and its professionals have extensive experience working with financially troubled companies across a variety of industries in complex financial restructurings, both out of court and in chapter 11 cases. Major in-court restructurings in which PWP has recently been involved include: *In re FTX Trading Ltd*., Case No. 22-11068 (JTD) (Bankr. S.D.N.Y.); *In re Talen Energy Supply, LLC*, Case No. 22-90054 (MI) (Bankr. S.D. Tex.); *In re TPC Grp. Inc.*, Case No. 22-10493 (CTG) (Bankr. D. Del.); *In re Ion Geophysical Corp*., et al., Case No. 22-30987 (MI) (Bankr. S.D. Tex.); *In re Ector Cty. Energy Ctr. LLC*, Case No. 22-10320 (JTD) (Bankr. D. Del.); *In re Nine Point Energy Holdings, Inc*., Case No. 21-10570 (MFW) (Bankr. D. Del.); *In re HighPoint Res. Corp*., No. 21-10565 (CSS) (Bankr D. Del.); *In re Garrett Motion Inc*., Case No. 20-12212 (MEW) (Bankr. S.D.N.Y.); *In re Cal. Res. Corp*., Case No. 20-33568 (DRJ) (Bankr. S.D. Tex.); *In re CARBO Ceramics Inc*., Case No. 20-31973 (MI) (Bankr. S.D. Tex.); *In re Hartshorne Holdings, LLC*, Case No. 20-40133 (THF) (Bankr. W.D. Ky.). PWP's professionals have also provided services in connection with the out-of-court restructurings of numerous companies, including Algeco Group, Blackhawk Mining, Danaos Corporation, International Automotive Components Group, Del Monte, Jack Cooper, Key Energy Services, Medical Depot Holdings, Pernix Therapeutics, Proserv, Salt Creek Midstream, Savers, SM Energy Company, Sprint Industrial Holdings, Titan Energy and WeWork Companies.

The Retention of PWP

9. PWP has been engaged as investment banker to the Debtors, and members of my team and I have been working closely with the Debtors, since April 17, 2024. Since being engaged by the Debtors, PWP has rendered investment banking advisory services to the Debtor in connection with the Debtors' evaluation of financing and strategic alternatives to right-size

their financial position. Additionally, PWP has worked with the Debtors' management and other professionals retained by the Debtors, and has become familiar with the Debtors' capital structure, financial condition, liquidity needs, and business operations.

The Debtors' Need for Post-Petition Financing

10. Beginning in Spring 2024 and through the Petition Date, the Company, with the assistance of its advisors, continuously assessed options to refinance its upcoming maturities and focused on evaluating various transactions that could right-size its assets and capital structure. In April 2024, the Company and its advisors initiated a process to formulate, evaluate, and consider various potential strategic and financial alternatives with a view to maximizing enterprise value. However, viable out-of-court restructuring options became increasingly unlikely, and, after full consideration of the Company's potential strategic and financial alternatives, it became clear that an in-court process would likely be necessary to maximize value for the Company and its stakeholders while positioning the Company for long-term success.

11. The Debtors currently hold approximately $800 million of cash and cash equivalents. The Debtors' liquidity profile does not indicate a need for DIP financing on an interim basis. However, the Debtors' financial projections do suggest that the Debtors may require additional financing over the course of the Chapter 11 Cases. It is also in the best interest of the company to maintain liquidity above the levels required under existing credit card processing agreements. The Debtors also desire to have a committed DIP financing to demonstrate to customers and vendors that they have the financial resources to continue operations in the ordinary course. Lastly, profits can be variable in the airline industry, and the DIP financing provides the Debtors with additional financial resources in the event of lower-than-expected results.

The Debtors' Efforts to Obtain Post-Petition Financing

12. The Company, with the assistance of PWP, contacted 11 parties to solicit interest in providing post-petition financing. Several entities signed NDAs to better understand and diligence the opportunity, with one party submitting a proposal to provide debtor-in-possession financing. Ultimately, the Debtors concluded that no binding alternative proposal was actionable and provided better economics than the proposed DIP Facility. Among other reasons, I understand that alternative DIP providers were unwilling to lend against collateral at the Subsequent SPV Debtors on a non-priming basis and that the lending opportunity was less attractive given the anticipated short duration of these Chapter 11 Cases.

The Proposed DIP Facility

13. The proposed DIP Facility consists of (i) new money term loans in an aggregate principal amount of $[•] (the "**DIP Loans**") and (ii) new money notes in an aggregate principal amount of $[•] (collectively, the "**DIP Notes**"), in each case to be funded by certain of the Debtor's prepetition secured creditors. Upon entry of a final order approving the DIP Facility, the Debtor will obtain access to a total amount of $300 million in new money financing.

14. Certain key terms of the DIP Facility include: (i) the Debtors are obligated to pay certain customary commitment, credit, fronting and agency fees, (ii) the DIP Obligations are guaranteed by the Debtors and (iii) the DIP Obligations are secured by (a) priming liens on Loyalty Notes Collateral, (b) first liens on all available unencumbered assets and cash, and (c) second liens on RCF Collateral. Pursuant to the DIP Documents, interest accrues at a rate of S + 7.00% in cash. The Debtors are required to comply with certain case milestones during the Chapter 11 Case. The DIP Facility matures up to 12 months after the Petition Date, and all amounts outstanding under the DIP Facility become due and payable in full on the Maturity Date.

15. In accordance with the DIP Orders and Approved Budget, proceeds of the DIP Facility will be used (i) for the payment of working capital and other general corporate needs of the Debtors in the ordinary course of business, (ii) for the payment of the fees, costs, and expenses of administering the Chapter 11 Cases, (iii) to fund the Carve-Out and to make payments under the Carve-Out in accordance with the terms of the Orders, (iv) to pay other prepetition obligations as set forth in the Approved Budget (subject to Permitted Variances), or otherwise as approved by the Bankruptcy Court, (v) for the payment of the agency fees and reasonable and documented fees and expenses of the DIP Agent and the DIP Creditors owed under the DIP Term Sheet and the DIP Facility Documents, (vi) to make any adequate protection payments and (vii) any other purposes of the Debtors permitted by the Approved Budget.

16. The terms of the proposed DIP Facility are the result of hard-fought negotiations between the parties. The DIP Facility is being provided by certain of the Debtors' prepetition secured creditors as part of a consensual financial restructuring transaction that will eliminate approximately $800 million of prepetition indebtedness and provide $350 million of new equity capital upon emergence. The negotiations over the terms of the restructuring, which are memorialized in the restructuring support agreement ("**RSA**") filed contemporaneously herewith, were hard-fought and conducted at arm's length over many months.,

17. I believe that the principal economic terms proposed under the DIP Facility, such as the contemplated pricing, the fees, interest rate, and default rate, are customary for debtor-in-possession financings of this type. The fees and rates to be paid under the proposed DIP Facility are integral components of the overall terms of the proposed DIP Facility and were required by the DIP Creditors as consideration for the extension of postpetition financing. The case milestones negotiated with the DIP Creditors are achievable and provide adequate time for the

Debtors to conduct a value-maximizing restructuring. Accordingly, I believe that the milestones are reasonable in light of the Debtors' desire to expeditiously consummate a restructuring. In my view, based on the discussions I participated in, the economic terms of the DIP Facility were negotiated at arm's length and are, in the aggregate, generally consistent with the overall cost profile of debtor-in-possession financings in comparable circumstances. In addition, the efforts to solicit proposals from other parties did not produce any superior and binding actionable offers.

Incurrence of the Put Option Premium Upon Entry of the Interim Order is Reasonable and in the Best Interest of the Estates

18. The DIP Facility is fully committed by the DIP Creditors, who have agreed to maintain their commitments without approval of the DIP Facility pursuant to the Interim Order. In order to induce the DIP Creditors to provide their commitments on this basis, the Debtors have agreed to seek approval of the Put Option Premium at the outset of these Chapter 11 Cases. In my opinion, having a committed $300 million DIP Facility will reassure the broader market, the Debtors' customers, and other key stakeholders that the Debtors are well-capitalized and able to preserve their going concern business in the ordinary course, and ultimately effectuate a successful restructuring. The DIP Creditors would not have agreed to offer a binding commitment without approval of the DIP Financing upon entry of an interim order upon commencement of the Chapter 11 Cases without approval of the Put Option Premium on the first day of the cases. Based on the prior efforts to solicit alternative proposals, I further believe that it is unlikely that the Debtors will ultimately receive more attractive and actionable DIP financing alternatives from other sources. I therefore believe that approval of the Debtor's incurrence of the Put Option Premium upon entry of the Interim DIP Order is in the best interest of the Debtors' estates.

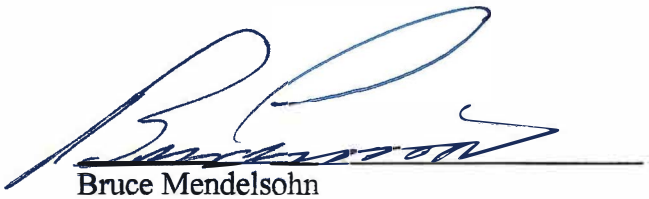
Conclusion

19. In sum, for the reasons stated above, and based on my experience with debtor-in-possession financing transactions as well as my participation and involvement in the marketing of the post-petition financing alternatives for the Debtors, I believe that the proposed DIP Facility, taken as a whole, offers the best presently available financing option for the Debtors under the facts and circumstances of the Chapter 11 Cases. Additionally, I believe that the principal economic terms proposed under the DIP Facility (such as the pricing, fees, interest rate, and default rate), are customary and usual for DIP financings of this type, were negotiated at arm's length, and are, in the aggregate, generally consistent with terms of DIP financings in comparable circumstances.

[*Signature Page Follows*]

I, the undersigned, declare under penalty of perjury that the foregoing statements are true and correct.

Dated: November 18, 2024



Bruce Mendelsohn
Partner
Perella Weinberg Partners, LP

Exhibit B

Proposed Interim Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
SPIRIT AIRLINES, INC.,	**Case No. 24-11988 (SHL)**
Debtor.[1]	

INTERIM ORDER (I) AUTHORIZING THE DEBTOR TO UTILIZE CASH COLLATERAL, (II) GRANTING ADEQUATE PROTECTION TO THE PREPETITION SECURED PARTIES, (III) MODIFYING THE AUTOMATIC STAY, (IV) SCHEDULING A FINAL HEARING, AND (V) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] of Spirit Airlines, Inc. (the "**Debtor**" or the "**Spirit Inc. Debtor**" and, together with its affiliates, collectively, the "**Debtors**,"[3] "**Spirit**," or the "**Company**"), the debtor and debtor in possession in the above-captioned chapter 11 case (the "**Chapter 11 Cases**"), pursuant to sections 105, 361, 362, 363, 364, 503, 506, 507 and 552 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq*. (as amended, the "**Bankruptcy Code**"),

[1] 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.

[2] Each capitalized term that is not defined in the recitals to this Interim Order and that is not otherwise defined in this Interim Order shall have the meaning ascribed to such term in Annex A to this Interim Order, which is incorporated by reference herein.

[3] All references in this Interim Order to the "Debtors" shall mean (i) prior to the commencement of chapter 11 cases, if any, of (A) Spirit Finance Cayman 1, Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands, (B) Spirit Finance Cayman 2 Ltd. an exempted company incorporated with limited liability under the laws of the Cayman Islands, (C) Spirit IP Cayman Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands, and (D) Spirit Loyalty Cayman Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands (collectively, the "**Subsequent SPV Debtors**"), the "**Spirit Inc. Debtor**" and (ii) subsequent to the commencement of chapter 11 cases, if any, of the Subsequent SPV Debtors and the entry of an order of the Bankruptcy Court granting the motion requesting that the relief sought in the Motion shall apply to the chapter 11 cases for the Subsequent SPV Debtors (the "**Subsequent SPV Debtors Omnibus Order**") and the date of entry of such order (the "**Subsequent SPV Debtor Joinder Date**"), the Spirit Inc. Debtor and the Subsequent SPV Debtors, collectively.

Solely to the extent provided in the Subsequent SPV Debtors Omnibus Order, upon entry of the Subsequent SPV Debtors Omnibus Order all references in this Interim Order to (x) the "Chapter 11 Case(s)" shall mean the chapter 11 cases of the Spirit Inc. Debtor and the Subsequent SPV Debtors and (y) the "Petition Date" shall be the date of commencement of the Chapter 11 Case(s) of the Spirit Inc. Debtor and the Subsequent SPV Debtors, as applicable.

Rules 2002, 4001, 6003, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (as amended, the "**Bankruptcy Rules**"), and Rules 2002-1, 4001-2 and 9013-1 of the Bankruptcy Local Rules of the United States Bankruptcy Court for the Southern District of New York (the "**Local Bankruptcy Rules**") promulgated by the United States Bankruptcy Court for the Southern District of New York (the "**Court**") seeking, entry of an interim order (the "**Interim Order**") and a final order (the "**Final Order**") providing, among other things,[4]

(a) authorization for the Debtors to use the proceeds of the Prepetition Collateral (as defined herein), including any Cash Collateral (as defined herein) of the Prepetition Secured Parties (as defined herein), in accordance with the terms hereof, to provide working capital for, and for other general corporate purposes of, the Debtors, including for funding the Carve Out (as defined herein) and payment of any Adequate Protection Obligations (as defined herein);

(b) the granting of adequate protection to the Prepetition RCF Secured Parties (as defined herein) and the Prepetition Secured Notes Parties (as defined herein);

(c) authorization for the waiver of (x) subject to the entry of the Final Order, the Debtors' and the estates' rights to surcharge against the Prepetition Collateral or the Adequate Protection Collateral pursuant to Bankruptcy Code section 506(c) with respect to the Prepetition Secured Parties, (y) subject to the entry of the Final Order, the doctrine of "marshalling" and any other similar equitable doctrine with respect to the Prepetition Collateral or the Adequate Protection Collateral, and (z) subject to the entry of the Final Order, the "equities of the case" exception under Bankruptcy Code 552(b) with respect to the proceeds, products, offsprings or profits of the Prepetition Collateral or the Adequate Protection Collateral;

(d) authorization for the Debtors to pay the Put Option Premium on the terms and conditions set forth in the Commitment Letter attached hereto as **Exhibit 2**;

(e) the modification of the automatic stay imposed pursuant to Bankruptcy Code section 362 to the extent necessary to implement and effectuate the terms of this Interim Order;

(f) pursuant to Bankruptcy Rule 4001, that an interim hearing (the "**Interim Hearing**") on the Motion be held before this Court to consider entry of this Interim Order; and

(g) that this Court schedule a final hearing (the "**Final Hearing**") to consider entry of the Final Order authorizing and approving, on a final basis, the terms set forth herein and the DIP Facility.

[4] The below description of the relief requested is limited to that relief which is subject of this Interim Order.

The Court having considered the Motion and the exhibits thereto, the Declarations,[5] the evidence submitted and arguments proffered or adduced at the Interim Hearing; and upon the record of the Chapter 11 Case(s); and due and proper notice of the Interim Hearing having been given in accordance with Bankruptcy Rules 4001 and 9014 and all applicable Local Bankruptcy Rules; and it appearing that no other or further notice need be provided; and all objections, if any, to the relief requested in the Motion having been withdrawn, resolved or overruled by the Court; and it appearing to the Court that granting the relief requested is necessary to avoid immediate and irreparable harm to the Debtors and their estates pending the Final Hearing and otherwise is fair and reasonable and in the best interests of the Debtors, their estates, creditors and parties in interest, and is essential for the continued operation of the Debtors' businesses and the preservation of the value of the Debtors' assets; after due deliberation and consideration, and for good and sufficient cause appearing therefor;

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS OF FACT AND CONCLUSIONS OF LAW:[6]

A. *Petition Date*. On November 18, 2024 (the "**Petition Date**"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in this Court commencing this Chapter 11 Case.

[5] The *Declaration of Bruce Mendelsohn Support of the Debtors' Motion for Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Grant Senior Secured Liens and Superpriority Administrative Expense Claims and (C) Utilize Cash Collateral, (II) Granting Adequate Protection to the Prepetition Secured Parties, (III) Modifying the Automatic Stay, (IV) Scheduling a Final Hearing, and (V) Granting Related Relief* (the "**Mendelsohn Declaration**") and the *Declaration of Fred Cromer in Support of the Chapter 11 Proceedings and First Day Pleadings* (the "**First Day Declaration**" and, together with the Mendelsohn Declaration, the "**Declarations**").

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

B. *Debtors in Possession*. The Debtor continues to manage and operate its business and properties as debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in any of the Chapter 11 Case(s).

C. *Committee Formation*. As of the date hereof, the Office of the United States Trustee (the "**U.S. Trustee**") has not appointed an official statutory committee of unsecured creditors in these Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code (a "**Creditors' Committee**").

D. *Jurisdiction and Venue*. This Court has jurisdiction over the Chapter 11 Case(s), the Motion and the parties and property affected hereby pursuant to 28 U.S.C. § 1334. This Court's consideration of the Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b). Venue for these Chapter 11 Case(s) and the proceedings on the Motion is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

E. *Statutory Predicates for Relief*. The statutory predicates for the relief set forth herein are sections 105, 361, 362, 363, 364, 503, 506, 507 and 552 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6003, 6004, and 9014, and Local Bankruptcy Rule 4001-2.

F. *Cash Collateral*. As used herein, the term "**Cash Collateral**" shall mean any of the Debtors' cash, wherever located and held, including cash in deposit accounts, that constitutes or will constitute "cash collateral" of any of the Prepetition Secured Parties within the meaning of section 363(a) of the Bankruptcy Code.

G. *Debtors' Stipulations*. Subject only to the rights of parties in interest contained in paragraph 11 of this Interim Order (and subject to the limitations contained therein), the Debtors stipulate and agree as to the following (collectively, the "**Debtors' Stipulations**"):

(i) Prepetition Secured Notes. Pursuant to that certain Indenture for the 8.00% notes due 2025 (the "**Prepetition Secured Notes**"), originally dated as of September 17, 2020 as amended by that certain First Supplemental Indenture, dated as of November 17, 2022, as further amended, restated, amended and restated, supplemented or otherwise modified from time to time (the "**Prepetition Secured Notes Indenture**"), by and among Spirit IP Cayman Ltd. and Spirit Loyalty Cayman Ltd. (collectively, the "**Prepetition Secured Notes Issuers**"), Spirit Inc. Debtor, as parent guarantor, the other guarantors from time to time party thereto (together the "**Prepetition Secured Notes Guarantors**") and Wilmington Trust, National Association, as trustee and collateral custodian (in such capacities, the "**Prepetition Secured Notes Trustee**"), for the benefit of the holders of the Prepetition Secured Notes (collectively, the "**Prepetition Secured Noteholders**"), the Prepetition Secured Notes Issuers issued the Prepetition Secured Notes to the Prepetition Secured Noteholders and the Prepetition Secured Notes Guarantors guaranteed on a joint and several basis the obligations of the Prepetition Secured Notes Issuers under the Prepetition Secured Notes Indenture. Pursuant to that certain Collateral Agency and Accounts Agreement dated as of September 17, 2020 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time in accordance with its terms, the "**Prepetition Secured Notes Collateral Agency & Accounts Agreement**"; and together with the Prepetition Secured Notes Indenture and the other Senior Secured Debt Documents (as defined in the Prepetition Secured Notes Collateral Agency & Accounts Agreement), the "**Prepetition Secured Notes Documents**"), by and among Spirit IP Cayman Ltd. and Spirit Loyalty Cayman Ltd., each as co-issuers, the other grantors from time to time party thereto, the Prepetition Secured Notes Trustee, Wilmington Trust, National Association, as depositary (the "**Prepetition Secured Notes Depositary**") and collateral agent (the "**Prepetition Secured Notes Collateral Agent**"; and

together with the Prepetition Secured Notes Trustee, the Prepetition Secured Noteholders, the Prepetition Secured Notes Depositary and each of the other Senior Secured Parties (as defined in the Prepetition Secured Notes Collateral Agency & Accounts Agreement), collectively the "**Prepetition Secured Notes Parties**"), and the other senior secured debt representatives from time to time party thereto, the Prepetition Secured Collateral Agent was appointed to act as collateral agent for the Prepetition Secured Notes Parties, including with respect to holding, maintaining, administering and distributing the Prepetition Secured Notes Collateral (as defined below).

(ii) Prepetition Secured Notes Obligations. As of the Petition Date, the Prepetition Secured Notes Issuers and the Prepetition Secured Notes Guarantors, without defense, counterclaim or offset of any kind, were jointly and severally indebted and liable to the Prepetition Secured Notes Parties under the Prepetition Secured Notes Documents in the aggregate amount of not less than $1,110,000,000.00 of the outstanding Prepetition Secured Notes, plus all other fees, costs, expenses, indemnification obligations, reimbursement obligations (including on account of issued and undrawn letters of credit), charges, premiums, if any, additional interest, any other "Obligations" (as defined in the Prepetition Secured Notes Indenture) and all other obligations of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing or chargeable under the Prepetition Secured Notes Documents (collectively, the "**Prepetition Secured Notes Obligations**"). The Prepetition Secured Notes Obligations constitute legal, valid, binding and non-avoidable obligations against each of the Prepetition Secured Notes Issuers and the Prepetition Secured Notes Guarantors and are not subject to any avoidance, recharacterization, effect, counterclaim, defense, offset, subordination, other claim, cause of action or other challenge of any kind under the Bankruptcy Code, under applicable non-bankruptcy law

or otherwise. No payments or transfers made to or for the benefit of (or obligations incurred to or for the benefit of) the Prepetition Secured Notes Parties by or on behalf of any of the Debtors prior to the Petition Date under or in connection with the Prepetition Secured Notes Documents are subject to avoidance, recharacterization, effect, counterclaim, defense, offset, subordination, other claim, cause of action or other challenge of any kind or nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise.

(iii) Prepetition Secured Notes Liens. Pursuant to the Prepetition Secured Notes Documents, the Prepetition Secured Notes Obligations are secured by valid, binding, perfected and enforceable first priority liens on and security interests in (the "**Prepetition Secured Notes Liens**") the "Collateral" (as defined in the Prepetition Secured Notes Collateral Agency & Accounts Agreement) (the "**Prepetition Secured Notes Collateral**"), subject only to certain permitted liens as permitted under the Prepetition Secured Notes Indenture (the "**Prepetition Secured Notes Permitted Liens**"). The Prepetition Secured Notes Liens (i) are valid, binding, perfected and enforceable first priority liens and security interests in the Prepetition Secured Notes Collateral, (ii) are not subject, pursuant to the Bankruptcy Code or other applicable law, to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense or "claim" (as defined in the Bankruptcy Code) of any kind, (iii) as of the Petition Date are subject and/or subordinate only to certain Prepetition Secured Notes Permitted Liens (if any) and (iv) constitute the legal, valid and binding obligation of the Prepetition Secured Notes Issuers and the Prepetition Secured Notes Guarantors, enforceable in accordance with the terms of the applicable Prepetition Secured Notes Documents.

(iv) Prepetition Intercompany Loan. Pursuant to that certain Loyalty Program Intercompany Note, dated as of September 17, 2020 (the "**Prepetition Intercompany Note**"),

among Spirit Airlines, Inc., as payor (the "**Prepetition Intercompany Borrower**") and Spirit IP Cayman Ltd. and Spirit Loyalty Cayman Ltd., as payees (the "**Prepetition Intercompany Lenders**"), the Intercompany Lenders have extended unsecured credit to the Intercompany Borrower (the "**Prepetition Intercompany Loan**").

(v) Prepetition Intercompany Loan Obligations. As of the Petition Date, the Prepetition Intercompany Borrower, without defense, counterclaim or offset of any kind, was indebted and liable to the Prepetition Intercompany Lenders under the Prepetition Intercompany Note in the aggregate amount of not less than $1,110,000,000.00, *plus* accrued and unpaid interest thereon as of the Petition Date (collectively, the "**Prepetition Intercompany Loan Obligations**"). The Prepetition Intercompany Loan Obligations constitute legal, valid, binding and non-avoidable obligations against certain of the Debtors and are not subject to any avoidance, recharacterization, effect, counterclaim, defense, offset, subordination, other claim, cause of action or other challenge of any kind under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise. No payments or transfers made to or for the benefit of (or obligations incurred to or for the benefit of) the Prepetition Intercompany Borrower by or on behalf of any of the Debtors under or in connection with the Prepetition Intercompany Loan prior to the Petition Date are subject to avoidance, recharacterization, effect, counterclaim, defense, offset, subordination, other claim, cause of action or other challenge of any kind or nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise.

(vi) Prepetition Revolving Loan. Pursuant to that certain Credit and Guaranty Agreement, dated as of March 30, 2020 (as amended to date, including by that certain Fourth Amendment, dated July 2, 2024, the "**Prepetition RCF Credit Agreement**"), among Spirit Airlines, Inc. (the "**RCF Borrower**"), the guarantors from time to time party thereto ("**RCF**

Guarantors"), the lenders from time to time party thereto (the "**Prepetition RCF Lenders**"), Citibank, N.A., as administrative agent ("**Prepetition RCF Administrative Agent**"), and Wilmington Trust, National Association, as collateral agent (together with the Prepetition RCF Administrative Agent, the "**Prepetition RCF Agents**"), the RCF Lenders have extended credit in the form of revolving loans to the RCF Borrower.

(vii) Prepetition RCF Obligations. As of the Petition Date, the RCF Loan Obligors, without defense, counterclaim or offset of any kind, were jointly and severally indebted and liable to the Prepetition RCF Secured Parties under the Prepetition RCF Loan Documents in the aggregate amount of not less than $300,000,000.00, which consists of not less than $300,000,000.00 in aggregate principal amount of revolving loans and issued and undrawn letters of credit, *plus* accrued and unpaid interest thereon as of the Petition Date, *plus* all other fees, costs, expenses, indemnification obligations, reimbursement obligations (including on account of issued and undrawn letters of credit), charges, premiums, if any, additional interest, any other "Obligations" (as defined in the Prepetition RCF Credit Agreement) and all other obligations of whatever nature owing, whether or not contingent, whenever arising, accrued, accruing, due, owing or chargeable under the Prepetition RCF Loan Documents (collectively the "**Prepetition RCF Obligations**"). The Prepetition RCF Obligations constitute legal, valid, binding and non-avoidable obligations against each of the Debtors and are not subject to any avoidance, recharacterization, effect, counterclaim, defense, offset, subordination, other claim, cause of action or other challenge of any kind under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise. No payments or transfers made to or for the benefit of (or obligations incurred to or for the benefit of) the Prepetition RCF Secured Parties by or on behalf of any of the Debtors prior to the Petition Date under or in connection with the Prepetition RCF Loan Documents are subject

to avoidance, recharacterization, effect, counterclaim, defense, offset, subordination, other claim, cause of action or other challenge of any kind or nature under the Bankruptcy Code, under applicable non-bankruptcy law or otherwise.

(viii) Prepetition RCF Liens. Pursuant to the Prepetition RCF Loan Documents, the Prepetition RCF Obligations are secured by valid, binding, perfected and enforceable first priority liens on and security interests in (the "**Prepetition RCF Liens**") the "Collateral" (as defined in the Prepetition RCF Credit Agreement) (the "**Prepetition RCF Collateral**"), subject only to certain permitted liens as permitted under the Prepetition RCF Credit Agreement to the extent such permitted liens are (a) valid, perfected and non-avoidable on the Petition Date or (b) valid liens in existence on the Petition Date that are perfected subsequent to the Petition Date in accordance with section 546(b) of the Bankruptcy Code (the "**Prepetition RCF Permitted Liens**"). The Prepetition RCF Liens (i) are valid, binding, perfected and enforceable first priority liens and security interests in the Prepetition RCF Collateral in each case subject to the relative priorities set forth on **Exhibit 1**, (ii) are not subject, pursuant to the Bankruptcy Code or other applicable law, to avoidance, recharacterization, recovery, subordination, attack, offset, counterclaim, defense or "claim" (as defined in the Bankruptcy Code) of any kind, (iii) as of the Petition Date are subject and/or subordinate only to the Prepetition RCF Permitted Liens and (iv) constitute the legal, valid and binding obligation of the RCF Loan Obligors, enforceable in accordance with the terms of the Prepetition RCF Loan Documents.

H. *Findings Regarding Use of Prepetition Collateral.*

(a) Arm's Length, Good Faith Negotiations. The terms of this Interim Order, including the Adequate Protection Obligations and the use of the Prepetition Collateral, have been negotiated in good faith and at arm's length between the Debtors, the DIP Secured Parties, and the

Prepetition Secured Parties. The Prepetition Secured Parties have acted in good faith in respect of all actions taken by them in negotiating, implementing, documenting, or obtaining requisite approvals of the Debtors' use of Cash Collateral and other Prepetition Collateral, including in respect of all of the terms of this Interim Order, all documents related thereto, and all transactions contemplated by the foregoing.

(b) Approved Budget. The Debtors have prepared and delivered to the Prepetition Secured Parties the initial cash flow forecast set forth on Schedule 1 attached hereto, which has been approved by the Prepetition Secured Parties (the "**Initial Budget**", as amended, supplemented or updated from time to time in accordance with the terms of this Interim Order, the "**Approved Budget**"), reflecting the Debtors' projected cash receipts expected to be collected, and necessary disbursements and expenditures (including debt service costs) expected to be incurred or made, by the Debtors for each calendar week during the period from the calendar week ending on the Thursday of the week in which the Petition Date occurs through and including the end of the thirteenth (13th) calendar week thereafter. The Prepetition Secured Parties are relying, in part, upon the Debtors' agreement to comply with the Approved Budget (only subject to Permitted Variances) in determining to consent to the Debtors use of the Prepetition Collateral (including any cash collateral).

(c) Adequate Protection. Each of the Prepetition Secured Parties are entitled, pursuant to sections 105, 361, 362, and 363(e) of the Bankruptcy Code, to adequate protection against the post-petition diminution in value of their respective liens and security interests in the Prepetition Collateral, including Cash Collateral (if any) (any such post-petition diminution, to the maximum extent permitted under the Bankruptcy Code, "**Diminution in Value**"), subject to the reservation of rights set in paragraph 16 hereof.

I. *Findings Regarding Put Option Premium*. The amount, terms, and conditions of the Put Option Premium are reasonable and constitute actual and necessary costs and expenses to preserve the Debtors' estates. The Put Option Premium is a bargained-for and integral part of the transactions specified in the Commitment Letter and, without such inducements, the DIP Commitment Parties would not have agreed to the terms and conditions of the Commitment Letter.

J. *Good Cause Shown; Best Interest*. Good cause has been shown for entry of this Interim Order. The entry of this Interim Order is in the best interests of the Debtors' respective estates and creditors as its implementation will, among other things, allow for the continued operation of the Debtors' existing business and enhance the Debtors' prospects for a successful restructuring. Absent the relief sought by this Interim Order, the Debtors' estates will be immediately and irreparably harmed.

K. *Notice*. In accordance with Bankruptcy Rules 2002, 4001(b) and (c), and 9014, and the Local Rules, notice of the Interim Hearing and the emergency relief requested in the Motion has been provided by the Debtors. Under the circumstances, the Debtors' notice of the Motion, the relief requested therein and the Interim Hearing complies with Bankruptcy Rules 2002, 4001(b) and (c), and 9014 and the applicable Local Rules.

NOW THEREFORE, based upon the Motion, the Declarations, the evidence adduced at the Interim Hearing and the record before the Court, and after due consideration, and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. *Motion Granted*. The Motion is hereby granted, and the use of the Prepetition Collateral of the Prepetition Secured Parties is hereby authorized, in each case, upon the terms and

conditions set forth in this Interim Order. Any objections to the relief set forth in this Interim Order that have not been withdrawn, waived, or settled, are hereby denied and overruled.

2. *Use of Adequate Protection Collateral and Prepetition Collateral.* The Debtors are hereby authorized to use the proceeds of any Adequate Protection Collateral and Prepetition Collateral of the Prepetition Secured Parties for all permitted purposes, subject to the terms and conditions set forth in this Interim Order. The Debtors assert that neither the Prepetition RCF Secured Parties nor the Prepetition Secured Notes Parties have any interest in or lien on Spirit Inc. Debtor's cash, but acknowledge that the Prepetition Secured Notes Parties have an interest in and lien on the cash of the Subsequent SPV Debtors.

3. *Put Option Premium*. The Debtors are hereby authorized and directed to pay the Put Option Premium in cash or in-kind, as applicable, on the terms and conditions set forth in the Commitment Letter, and the Put Option Premium is hereby approved as reasonable and shall not be subject to any avoidance, reduction, setoff, recoupment, offset, recharacterization, subordination (whether contractual, equitable, or otherwise), counterclaims, cross-claims, defenses, disallowance, impairment, or any other challenges under any applicable law or regulation by any person or entity. The Put Option Premium is an actual and necessary cost of preserving the Debtors' estates and as such shall be treated as allowed administrative expenses of the Debtors pursuant to sections 503(b) and 507 of the Bankruptcy Code. The Put Option Premium shall not be discharged, modified or otherwise affected by any chapter 11 plan proposed by the Debtors, dismissal of these Chapter 11 Cases or conversion of these Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code.

4. *Adequate Protection for the Prepetition Secured Notes Parties*. The Prepetition Secured Notes Parties are entitled, pursuant to sections 361, 362, 363(e), 364(d)(1) and 507 of the

Bankruptcy Code, to adequate protection of their interests in the Prepetition Secured Notes Collateral (including any Cash Collateral), as follows (the "**Secured Notes Adequate Protection Obligations**"):

(a) Secured Notes Adequate Protection Claims. The Prepetition Secured Notes Collateral Agent, for the benefit of itself and the Prepetition Secured Notes Parties, is hereby granted, in the amount of any net Diminution in Value of their interests in the Prepetition Secured Notes Collateral (including Cash Collateral of the Prepetition Secured Parties (if any)) from and after the Petition Date, superpriority administrative expense claims to the extent contemplated by section 507(b) of the Bankruptcy Code (the "**Secured Notes Adequate Protection Claims**") against each of the Debtors. The Secured Notes Adequate Protection Claims against each of the Debtors shall be (a) subject and subordinate only to the Carve Out and the superpriority administrative expense claims to be provided in the Final Order pursuant to section 364(c)(1) of the Bankruptcy Code on account of the Debtor's obligations under the DIP Facility (the "**DIP Superpriority Claims**"), (b) *pari passu* with the RCF Adequate Protection Claims, and (c) senior to any and all other administrative expense claims and all other claims against the Debtors and their estates, now existing or hereafter arising, of any kind or nature whatsoever.

(b) Secured Notes Adequate Protection Liens. The Prepetition Secured Notes Collateral Agent, for the benefit of itself and the Prepetition Secured Notes Parties, is hereby granted, effective and perfected as of the entry of this Interim Order (and without the necessity of the execution, recordation or filing by the Debtors of any pledge, collateral or security documents, mortgages, deeds of trust, financing statements, notations of certificates of title, control agreements or other similar documents, or the taking of any other action to take possession of or control over any Adequate Protection Collateral), in the amount of any net Diminution in Value of their interests

in the Prepetition Secured Notes Collateral (including Cash Collateral of the Prepetition Secured Parties (if any)) from and after the Petition Date, valid, binding, enforceable and automatically perfected liens and security interests in the Adequate Protection Collateral (the "**Secured Notes Adequate Protection Liens**"). The Secured Notes Adequate Protection Liens shall be subordinate only to the Carve Out, the Prepetition Secured Notes Permitted Liens (if any) and all liens and security interests as set forth in the Motion and granted to the DIP Secured Parties pursuant to the Final Order (the "**DIP Liens**") (and otherwise subject to the relative priorities as set forth in **Exhibit 1**) it being understood that notwithstanding anything in this Interim Order to the contrary (x) in no circumstances and at no time in these Chapter 11 Cases shall the Secured Notes Adequate Protection Liens be senior or *pari passu* with any DIP Liens, regardless of whether any such liens attach prior in time, and (y) the Prepetition Secured Notes Parties hereby consent to being primed by the DIP Liens on the Adequate Protection Collateral (but subject to the relative priorities set forth in **Exhibit 1**). The Secured Notes Adequate Protection Liens shall otherwise be senior to all other security interests in, liens on or claims against any of the Adequate Protection Collateral including any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under Bankruptcy Code section 551.

(c) Secured Notes Adequate Protection Fees and Expenses. The Debtors are authorized and empowered to pay all of the out of pocket fees, costs and expenses of the Prepetition Secured Notes Trustee, the Prepetition Secured Notes Collateral Agent, the Prepetition Secured Notes Depositary and the Prepetition Secured Noteholders, whether incurred prior to or after the Petition Date, including, without limitation, the reasonable and documented fees and expenses of (i) Seward & Kissel LLP as counsel to the Prepetition Secured Notes Trustee, the Prepetition Secured Notes Collateral Agent and the Prepetition Secured Notes Depositary and (ii) the Ad Hoc

Group of Senior Secured Noteholder Advisors, subject to the review procedures set forth in paragraph 6 of this Interim Order, including the notice provisions thereof (the "**Secured Notes Adequate Protection Professional Fees and Expenses**").

(d) Secured Accrued Adequate Protection Payments. As further adequate protection, the Prepetition Secured Notes Collateral Agent, on behalf of the Prepetition Secured Noteholders, shall receive, upon entry of this Interim Order, adequate protection payments (the "**Secured Notes Accrued Adequate Protection Payments**") payable on the dates set forth in the Prepetition Secured Notes Indenture in an amount equal to the interest at the non-default rate that would otherwise be owed to the Prepetition Secured Noteholders under the Prepetition Secured Notes Indenture during such period in respect of the Prepetition Secured Notes Obligations.

(e) License Fee. As further adequate protection, the applicable Debtors shall continue to make payments as and when due pursuant to the IP Licenses (as defined in the Prepetition Secured Notes Indenture).

(f) Cash Management. As further adequate protection, the Debtors shall maintain the cash management system in effect as of the Petition Date, as modified by this Interim Order and the *Interim Order (I) Authorizing (A) the Debtors to Maintain their Existing Cash Management System, Bank Accounts, and Business Forms, (B) the Debtors to Open and Close Bank Accounts, and (C) Financial Institutions to Administer the Bank Accounts and Honor and Process Related Checks and Transfers, (II) Waiving Deposit and Investment Requirements, and (III) Allowing Intercompany Transactions and Affording Administrative Expense Priority to Post-Petition Intercompany Claims*.

(g) Reporting. The Debtors shall promptly provide the advisors to the Prepetition Secured Parties and the Creditor's Committee, if appointed, with the Reporting.

5. *Adequate Protection for the Prepetition RCF Secured Parties*. The Prepetition RCF Secured Parties are entitled, pursuant to sections 361, 362, 363(e), 364(d)(1) and 507 of the Bankruptcy Code, to adequate protection of their interests in Prepetition RCF Collateral, as follows (the "**RCF Adequate Protection Obligations**"):

(a) RCF Adequate Protection Claims. The Prepetition RCF Agents, for the benefit of the Prepetition RCF Secured Parties, are hereby granted, in the amount of any net Diminution in Value of their interests in the Prepetition RCF Collateral from and after the Petition Date, superpriority administrative expense claims to the extent contemplated by section 507(b) of the Bankruptcy Code against Spirit Inc. Debtor only (the "**RCF Adequate Protection Claims**"). The RCF Adequate Protection Claims shall be (a) subject and subordinate only to (i) the Carve Out and (ii) the DIP Superpriority Claims, (b) *pari passu* with the Secured Notes Adequate Protection Claims against Spirit Inc. Debtor only, and (c) senior to any and all other administrative expense claims and all other claims against the Debtors and their estates, now existing or hereafter arising, of any kind or nature whatsoever.

(b) RCF Adequate Protection Liens. The Prepetition RCF Agents, for the benefit of the Prepetition RCF Secured Parties, are hereby granted effective and perfected as of the entry of this Interim Order (and without the necessity of the execution, recordation or filing by the Debtors of any pledge, collateral or security documents, mortgages, deeds of trust, financing statements, notations of certificates of title, control agreements or other similar documents, or the taking of any other action to take possession of or control over any Adequate Protection Collateral), valid, binding, enforceable and automatically perfected liens and security interests (a) irrespective of whether there has been Diminution in Value, in all Spare Parts solely to the extent required to be pledged as Collateral (as defined in the Prepetition RCF Credit Agreement) under the terms of

Section 5.09(a)(8) of the Prepetition RCF Credit Agreement and the Spare Parts Security Agreement (as defined in the Prepetition RCF Credit Agreement) (the "**Spare Parts Collateral**"), (b) irrespective of whether there has been Diminution in Value, all of the RCF Borrower's slots at LaGuardia Airport (other than Excluded Slots) solely to the extent required for the RCF Borrower to comply with Section 5.06 of the Prepetition RCF Credit Agreement and, at the election of the RCF Borrower solely to the extent required for the RCF Borrower to comply with Section 6.09 of the Prepetition RCF Credit Agreement and make an election pursuant to Section 1110(a) of the Bankruptcy Code, such other assets that constitute "Additional Collateral" (as defined in the Prepetition RCF Credit Agreement) (together with the Spare Parts Collateral, the "**Required RCF Collateral**") and (c) in the amount corresponding to any net Diminution in Value of their interests in the Prepetition RCF Collateral from and after the Petition Date, all Adequate Protection Collateral that constitutes the property of Spirit Inc. Debtor or its estate but is not Required RCF Collateral (the "**RCF Adequate Protection Liens**"). The RCF Adequate Protection Liens on the Other RCF Adequate Protection Collateral shall be subordinate only to the Carve Out, the Prepetition RCF Permitted Liens (if any) and the DIP Liens (and otherwise subject to the relative priorities set forth in **Exhibit 1**), it being understood that notwithstanding anything in this Interim Order to the contrary (x) in no circumstances and at no time in these Chapter 11 Cases shall the RCF Adequate Protection Liens on the Other RCF Adequate Protection Collateral be senior to or *pari passu* with any DIP Liens, regardless of whether any such liens attach prior in time, and (y) the RCF Secured Parties hereby consent to being primed by the DIP Liens on the Other RCF Adequate Protection Collateral (but subject to the relative priorities set forth in **Exhibit 1**). The RCF Adequate Protection Liens shall otherwise be senior to all other security interests in, liens on or claims against any of the Adequate Protection Collateral that constitutes property of Spirit Inc.

Debtor (subject to the relative priorities set forth in **Exhibit 1**) including any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under Bankruptcy Code section 551. The RCF Adequate Protection Liens on the RCF Collateral shall be subordinate only to (a) to the extent otherwise provided in this Interim Order, the Carve Out and (b) the Prepetition RCF Permitted Liens (if any), it being understood that, notwithstanding anything in this Interim Order to the contrary, the RCF Adequate Protection Liens shall otherwise be senior to all security interests in, liens on or claims against any of the RCF Collateral (subject to the relative priorities set forth in **Exhibit 1**), including any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under Bankruptcy Code section 551.

(c) RCF Adequate Protection Fees and Expenses. The Debtors shall pay to the Prepetition RCF Administrative Agent, for the benefit of the Prepetition RCF Secured Parties, cash payments equal to the amount of all accrued and unpaid fees arising under the Prepetition RCF Loan Documents on the dates set forth in the Prepetition RCF Documents.

(d) The Debtors are authorized and empowered to pay all of the out of pocket fees, costs and expenses of the Prepetition RCF Secured Parties, consisting of the reasonable and documented fees and expenses of (i) Milbank LLP, (ii) one outside counsel to Wilmington Trust, National Association, as collateral agent, (iii) one financial advisor to the Prepetition RCF Secured Parties, (iv) an appraiser selected by Citibank N.A. as Prepetition RCF Administrative Agent in accordance with the Prepetition RCF Loan Documents; and (v) any other advisor (legal, financial, or otherwise) as reasonably deemed necessary by Citibank N.A. solely to the extent payable under the Prepetition RCF Loan Documents (the "**RCF Lender Advisors**"), subject to the review procedures set forth in paragraph 6 of this Interim Order, including the notice provisions thereof (the "**RCF Adequate Protection Professional Fees**" and, together with the Secured Notes

Adequate Protection Professional Fees and Expenses, the "**Adequate Protection Professional Fees and Expenses**").

(e) RCF Adequate Protection Payments. As further adequate protection, the Prepetition RCF Agents shall receive, on behalf of the Prepetition RCF Lenders, upon and following entry of this Interim Order, adequate protection payments (the "**RCF Accrued Adequate Protection Payments**") payable on the dates set forth in the Prepetition RCF Credit Agreement in an amount equal to the interest at the non-default rate that would otherwise be owed to the Prepetition RCF Lenders under the Prepetition RCF Credit Agreement during such period in respect of the Prepetition RCF Obligations.

6. *Review of Professional Fees and Expenses*. The payment of all Adequate Protection Professional Fees and Expenses hereunder shall be made without the necessity of filing fee applications with the Court or compliance with the U.S. Trustee's guidelines and shall not be subject to further application to or approval of the Court; *provided, however*, each such professional shall provide summary copies of its invoices (which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of their invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine) to counsel to the Debtors, the U.S. Trustee, and counsel to the Creditor's Committee (collectively, the "**Review Parties**"). Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the affected professional within ten (10) calendar days after delivery of such invoices to the Review Parties (such ten (10) day calendar period, the "**Review Period**"). If no written objection is received prior to the expiration of the Review Period

from the Review Parties, the Debtors shall promptly pay such invoices following the expiration of the Review Period. If an objection is received within the Review Period from the Review Parties, the Debtors shall promptly pay the undisputed amount of the invoice, and the disputed portion of such invoice shall not be paid until such dispute is resolved by agreement between the affected professional and the objecting party or by order of this Court.

7. *Modification of Automatic Stay*. The automatic stay imposed by section 362(a) of the Bankruptcy Code is hereby vacated and modified, without application to or further order of this Court, to permit: (a) the Debtors to grant the Adequate Protection Liens and the Adequate Protection Claims, and to perform such acts as the Prepetition Secured Parties may request to assure the perfection and priority of the Adequate Protection Liens, (b) the Debtors to incur all liabilities and obligations to the Prepetition Secured Parties, including all Adequate Protection Obligations, as contemplated under this Interim Order, (c) subject to paragraph 9 of this Interim Order, the Prepetition Secured Parties to exercise, upon the occurrence of any Termination Event (as defined below), all rights and remedies provided for in this Interim Order, the Prepetition Secured Documents or applicable law, and (d) the Debtors to perform under this Interim Order, and to take any and all other actions that may be reasonably necessary or required for the performance under this Interim Order.

8. *Perfection of the Adequate Protection Liens.*

(a) This Interim Order shall be sufficient and conclusive evidence of the attachment, validity, perfection, and priority of all liens and security interests granted hereunder, without the necessity of the execution, recordation or filing of any pledge, collateral or security agreements, mortgages, deeds of trust, control agreements, financing statements, notations of certificates of title for titled goods, or any other document or instrument, or the taking of any other

action to take possession or control, to attach, validate, perfect or prioritize such liens and security interests, or to entitle the Prepetition Secured Parties to the priorities granted herein, including the relative priorities set forth in **Exhibit 1** (other than, to the extent applicable, any such filings required under applicable non-U.S. law to attach, validate, perfect or prioritize such liens) it being understood that with respect to the RCF Adequate Protection Liens, other than as explicitly set forth in **Exhibit 1**, in no circumstances and at no time in these Chapter 11 Cases shall the RCF Adequate Protection Liens be senior or *pari passu* with any DIP Liens, regardless of whether any such liens attach prior in time.

(b) The Prepetition Secured Parties are each authorized, but not required, to (and if requested by the Prepetition Secured Parties, the Debtors shall) execute, file and record financing statements, trademark filings, copyright filings, mortgages, notices of lien or similar instruments in any jurisdiction in order to validate, perfect, preserve and enforce the liens and security interests granted to them hereunder (each, a "**Perfection Action**"). Whether or not the Prepetition Secured Parties determine, in their sole discretion, to take any Perfection Action with respect to any liens or security interests granted hereunder, such liens and security interests shall nonetheless be deemed valid, perfected, allowed, enforceable, non-avoidable and not subject to challenge, dispute or subordination as of the entry of this Interim Order(except, with respect to subordination, to the extent expressly contemplated herein).

9. *Termination Events; Exercise of Remedies*.

(a) Termination Events. Subject to any obligations under the Carve Out and any applicable grace period under this Interim Order and the Notice Period, the Prepetition RCF Secured Parties' and the Prepetition Secured Notes Parties' consent to the Debtors' use of Cash Collateral shall terminate, (a) subject to the Remedies Notice Period and further hearings related

thereto as set forth in paragraph 9(b), following the Debtors' failure to comply in any material respect with respect to any provision of this Interim Order or (b) solely with respect to the Prepetition Secured Notes Parties, if (i) the Final Order approving the DIP Facility is not entered within 35 days after the Petition Date or (ii) the Subsequent SPV Debtors Omnibus Order is not entered within three (3) days after the Petition Date of the Subsequent SPV Debtors (each of (a) and (b), a "**Termination Event**"), in each case unless waived in writing by the Prepetition Secured Notes Trustee and, with respect to any Termination Event set forth in the immediately preceding clause (a), the Prepetition RCF Agents (each acting at the direction of the requisite parties under the applicable documents).

(b) Upon the occurrence and during the continuation of a Termination Event, without further application, notice, hearing or order of the Court, the automatic stay under section 362 of the Bankruptcy Code shall automatically be deemed vacated and modified to the extent necessary to permit the Prepetition Secured Notes Trustee and/or the Prepetition RCF Agents (each acting at the direction of the requisite parties under the applicable documents) to deliver a written notice (which may be via electronic mail) to counsel for the Debtors, the U.S. Trustee and counsel for the Creditors' Committee (the "**Remedies Notice**") to declare the occurrence of a Termination Event (such date, the "**Termination Declaration Date**") and upon at least 5 business days' notice from and after the Termination Declaration Date (the "**Remedies Notice Period**"), terminate the ability of the Debtors' to use any Cash Collateral; *provided, however*, that the Debtors and the Creditor's Committee (if appointed) may, during such period, be entitled to seek emergency relief before the Court, subject to the Court's availability ("**Emergency Motion**") (in which case, the Remedies Notice Period shall automatically extend until the Court's adjudication of such Emergency Motion). Unless the Court orders otherwise, upon the expiration of the Remedies

Notice Period, the Debtors' right to use any Cash Collateral of the Prepetition Secured Parties (if any) shall immediately cease.

(c) Use of Cash Collateral During Remedies Notice Period. During the Remedies Notice Period, the Debtors shall be permitted to use any Cash Collateral solely to fund (i) payroll and other operating expenses that are critically necessary to keep the Debtors' business operating and (ii) the Carve Out.

10. *Carve Out.*

(a) Priority of Carve Out. Each of the DIP Liens, the DIP Superpriority Claims, the Prepetition Liens, the Adequate Protection Liens, and the Adequate Protection Claims shall be subject and subordinate to payment of the Carve Out.

(b) Carve Out. The term "**Carve Out**" means the sum of (i) all unpaid fees required to be paid to the Clerk of the Court and the U.S. Trustee under 28 U.S.C. § 1930(a) plus interest at the statutory rate pursuant to 31 U.S.C. § 3717, (ii) all unpaid reasonable fees and expenses up to $50,000 incurred by a trustee appointed under section 726(b) of the Bankruptcy Code, (iii) to the extent allowed by the Court at any time, all accrued but unpaid fees and expenses (the "**Allowed Professional Fees**") incurred by persons or firms retained by the Debtors pursuant to section 327, 328, or 363 of the Bankruptcy Code (the "**Debtor Professionals**") and the Creditors' Committee pursuant to section 328 or 1103 of the Bankruptcy Code (the "**Committee Professionals**") at any time on and before the date of delivery by the Prepetition Secured Notes Trustee and/or the Prepetition RCF Agents (each acting at the direction of the requisite parties under the applicable documents) of a Carve Out Trigger Notice (as defined below) (the amounts set forth in the foregoing clauses (i), (ii) and (iii), the "**Pre-Carve Out Notice Amount**"), and (iv) Allowed Professional Fees of Professional Persons incurred after the date of delivery of the

Carve Out Trigger Notice, in an aggregate amount not to exceed $12 million (but excluding any "success fee" or "transaction fee" payable to the Debtors' or Creditors' Committee's investment banker or financial advisor) (the amount set forth in this clause (iv), the "**Post-Carve Out Notice Amount**"); *provided*, *however*, that nothing herein shall be construed to impair the ability of any party-in-interest to object to the allowance of Allowed Professional Fees of Professional Persons.

(c) Carve-Out Trigger Notice. For purposes of this Interim Order, the "**Carve Out Trigger Notice**" shall mean a written notice (which may be via electronic mail) delivered by the Prepetition Secured Notes Trustee and/or the Prepetition RCF Agents (each acting at the direction of the requisite parties under the applicable documents) to counsel to the Debtors, the U.S. Trustee and counsel to the Creditors' Committee (if appointed), which notice may only be delivered following the occurrence of a Termination Event, stating that the Carve Out has been triggered and the Post-Carve Out Notice Amount has been invoked. The Carve Out Trigger Notice may be included in the Remedies Notice.

(d) Carve Out Reserves. On the date on which a Carve Out Trigger Notice is delivered (the "**Carve Out Trigger Date**"), the Carve Out Trigger Notice shall constitute a demand to the Debtors to utilize all cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the obligations accrued as of the Carve Out Trigger Date with respect to clauses (i) and (ii) of the definition of Carve Out, plus the Pre-Carve Out Notice Amount (the "**Additional Carve Out Obligations**") less any amount then held in the Pre-Carve Out Notice Reserve pursuant to paragraph 10(d) hereof. The Debtors shall deposit and hold such amounts in a segregated account (the "**Carve Out Account**") in a manner reasonably acceptable to the Prepetition Secured Notes Trustee and the Prepetition RCF Agents (each acting at the direction of the requisite parties under the applicable documents) in trust to pay

such then unpaid Allowed Professional Fees and Additional Carve Out Obligations (the "**Pre-Carve Out Trigger Notice Reserve**") prior to the use of such reserve to pay any other claims. On the Carve Out Trigger Date, after funding the Pre-Carve Out Trigger Notice Reserve, the Debtors shall utilize all remaining cash on hand as of such date and any available cash thereafter held by any Debtor to fund a reserve in an amount equal to the Post-Carve Out Notice Amount (the "**Post-Carve Out Trigger Notice Reserve**") prior to the use of such reserve to pay any other claims. All funds in the Pre-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clauses (i) through (iii) of the definition of Carve Out set forth above in paragraph 10(a) (the "**Pre-Carve Out Amounts**"), until paid in full, and then, to the extent the Pre-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to the terms of this Interim Order, to pay any other amounts (if owing) benefitted by the Carve Out. All funds in the Post-Carve Out Trigger Notice Reserve shall be used first to pay the obligations set forth in clause (iv) of the definition of Carve Out set forth above (the "**Post-Carve Out Amounts**"), and then, to the extent the Post-Carve Out Trigger Notice Reserve has not been reduced to zero, subject to the terms of this Interim Order, to pay any other amounts (if owing) benefitted by the Carve Out. Notwithstanding anything to the contrary this Interim Order, if either of the Carve Out Reserves are not funded in full in the amounts set forth in this paragraph 10, then, any excess funds in one of the Carve Out Reserves following the payment of the Pre-Carve Out Amounts or Post-Carve Out Amounts, respectively, shall be used to fund the other Carve Out Reserve, up to the applicable amount set forth in this paragraph 10. Notwithstanding anything to the contrary in this Interim Order or the Prepetition Secured Documents, following delivery of a Carve Out Trigger Notice, the Prepetition Secured Parties shall not sweep or foreclose on cash (including cash received as a result of the sale or other disposition of any assets) of the Debtors until the Carve

Out Account has been fully funded in an amount equal to the Carve Out Amount as set forth herein. The Carve Out Account shall not be subject to the control of any of the Prepetition Secured Parties, and shall not be subject to the DIP Liens or the Adequate Protection Liens, nor shall the Carve Out constitute DIP Collateral, Adequate Protection Collateral, or Prepetition Collateral; *provided, however,* that the Prepetition Secured Parties shall have a residual interest in the Carve Out Account (in accordance with the priorities set forth on **Exhibit 1**), with any excess applied in accordance with this Interim Order. Further, notwithstanding anything to the contrary in this Interim Order, (i) disbursements by the Debtors from the Carve Out Account shall not constitute loans or indebtedness under the Prepetition Secured Documents or otherwise increase or reduce the Prepetition Secured Obligations, (ii) the failure of the Carve Out Account to satisfy in full the Allowed Professional Fees shall not affect the priority of the Carve Out, and (iii) nothing contained herein shall constitute a cap or limitation on the amount that the Professional Persons may assert as administrative expense claims against the Debtors on account of Allowed Professional Fees incurred by such Professional Persons.

(e) Payment of Carve Out on or After the Carve Out Trigger Date. Any payment or reimbursement made after the occurrence of the Carve Out Trigger Date in respect of any Allowed Professional Fees incurred after the occurrence of the Carve Out Trigger Date shall permanently reduce the Post-Carve Out Notice Amount on a dollar-for-dollar basis.

(f) No Direct Obligation to Pay Allowed Professional Fees. None of the Prepetition Secured Parties shall be responsible for the payment or reimbursement of any fees or disbursements of any Professional Person incurred in connection with the Chapter 11 Cases or any Successor Cases under any chapter of the Bankruptcy Code, regardless of whether such fees or expenses have been allowed by the Court. Nothing in this Interim Order or otherwise shall be

construed to obligate the Prepetition Secured Parties, in any way, to pay compensation to, or to reimburse expenses of, any Professional Person or to guarantee that the Debtors have sufficient funds to pay such compensation or reimbursement.

(g) Professional Fee Escrow. Within five (5) business days of entry of this Interim Order, the Debtors shall fund into the Carve Out Reserves an amount equal to the total budgeted Allowed Professional Fees for the first two (2) weeks set forth in the Approved Budget and, thereafter on a weekly basis, the Debtors shall transfer into the Pre-Carve Out Trigger Notice Reserve cash in an amount equal to the amount of cash such that the Pre-Carve Out Trigger Notice Reserve shall contain the sum of (a) accrued, unpaid actual Allowed Professional Fees through the end of the prior week; plus (b) an amount equal to the estimated Allowed Professional Fees (not to exceed the budgeted Allowed Professional Fees (plus Permitted Variances)) for the next unfunded week set forth in the Approved Budget. The Debtors shall use such funds held in the Pre-Carve Out Trigger Notice Reserve to pay Allowed Professional Fees as they become allowed and payable pursuant to interim or final orders from the Court. Funds transferred to the Pre-Carve Out Trigger Notice Reserve shall remain property of the Debtors unless and until they are paid to an Allowed Professional after Court approval of a fee application seeking approval of same, and shall not be subject to any claim, liens or security interests granted to any other party; *provided* that the Prepetition Secured Parties shall have a security interest in and lien on any residual cash balance remaining in the Pre-Carve Out Trigger Notice Reserve after all Allowed Professional Fees are paid in accordance with paragraph 10(b), in accordance with the priorities set forth on **Exhibit 1**.

11. *Effect of Stipulations on Third Parties*.

(a) The Debtors' Stipulations shall be binding upon the Debtors and any successor thereto immediately upon entry of this Interim Order. The Debtors' Stipulations shall be binding upon all parties-in-interest, including, without limitation, the Creditors' Committee, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, and any other person or entity seeking to act on behalf of the Debtors' estates (including any chapter 7 or chapter 11 trustee or examiner appointed or elected for any of the Debtors in the Chapter 11 Cases or any Successor Cases) (collectively, "**Successor Entities**"), unless the Creditors' Committee or such other party-in-interest (i) files a motion seeking the requisite standing and authority to bring the Challenge (if and to the extent standing is required under applicable law) prior to the Challenge Deadline, which motion shall describe the specific nature and basis of the Challenge and attach a draft complaint (the "**Standing Motion**"), and such standing is obtained pursuant to an order of the Court, (ii) timely and properly commences and serves an adversary proceeding or contested matter (subject to the limitations contained herein) (each, a "**Challenge Proceeding**") by no later than the Challenge Deadline, asserting a Challenge with respect to the amount, validity, perfection, enforceability, priority, scope or extent of the Prepetition Secured Obligations, the Prepetition Liens, the Prepetition Collateral or the Prepetition Secured Documents, or otherwise Challenging any of the Debtors' Stipulations, and (iii) obtains a final non appealable order by a court of competent jurisdiction in favor of the plaintiff sustaining any such Challenge.

(b) If no such Standing Motion (to the extent required) or Challenge Proceeding is timely and properly filed by the Challenge Deadline, or if the Court rules does not rule in favor of plaintiff in any such timely and properly filed Challenge Proceeding (or if such Standing Motion or Challenge Proceeding is withdrawn), then, without application to or further order of the Court,

(i) each of the Debtors' Stipulations shall be binding on all parties-in-interest, including, without limitation, any Creditors' Committee, any statutory or non-statutory committees appointed or formed in the Chapter 11 Cases, and any other party-in-interest (including, without limitation, any Successor Entities), (ii) the Prepetition Secured Obligations shall constitute allowed claims against each of the applicable Debtors in the Chapter 11 Cases and any Successor Cases, (iii) the Prepetition Liens shall forever be deemed to be legal, valid, binding, continuing, perfected and enforceable, as of the Petition Date, against each of the applicable Debtors in the Chapter 11 Cases and any Successor Cases, (iv) the Prepetition Secured Obligations and the Prepetition Liens shall not be subject to any other or further Challenge by any person or entity and all parties in interest shall be forever enjoined and barred from seeking to exercise the rights of the Debtors' estates or taking any such action (including any Successor Entity, whether such Successor Entity is appointed or elected prior to or following the expiration of the Challenge Period), and (v) any and all Challenges, of any kind or nature whatsoever, whether under the Bankruptcy Code, applicable non-bankruptcy law or otherwise, against any of the Prepetition Secured Parties shall be deemed forever waived, released and barred.

(c) If any such Standing Motion (to the extent required) and Challenge Proceeding is timely filed by the Challenge Deadline, the Debtors' Stipulations shall nonetheless remain binding and preclusive on any Creditors' Committee, any non-statutory committees appointed or formed in the Chapter 11 Cases, and all other parties-in-interest (including, without limitation, any Successor Entities), except to the extent that any of the admissions, stipulations, findings or releases contained in the Debtors' Stipulations were expressly challenged in such

Challenge Proceeding (and solely as to the plaintiff party that timely filed such Challenge Proceeding and not, for the avoidance of doubt, any other party-in-interest).

(d) Nothing in this Interim Order vests or confers on any person or entity, including any Creditors' Committee or any statutory or non-statutory committee appointed or formed in the Chapter 11 Cases, or any other party-in-interest standing or authority to pursue any Challenge belonging to the Debtors or their estates, and all rights to object to any request for such standing are expressly reserved.

12. *Limitations on Use of Adequate Protection Collateral, Cash Collateral (if Any), and Carve Out*. Notwithstanding anything to the contrary set forth in this Interim Order, none of the Adequate Protection Collateral, the Prepetition Collateral or the proceeds thereof or the Carve Out may be used: (a) to investigate (except as expressly provided herein), initiate, prosecute, join or finance the initiation or prosecution of any claim, counterclaim, action, suit, arbitration, proceeding, application, motion, objection, defense or other litigation of any type (i) against any of the Prepetition Secured Parties (in their capacities as such) or seeking relief that would impair the rights or remedies of the Prepetition Secured Parties (in their capacities as such) under this Interim Order, the Prepetition Secured Notes Indenture or the Prepetition RCF Loan Documents, including, without limitation, for the payment of any services rendered by the professionals retained by the Debtors or any Creditors' Committee in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment, determination, declaration or similar relief that would impair the ability of any of the Prepetition Secured Parties to recover on the Adequate Protection Collateral or the Prepetition Collateral or seeking affirmative relief against any of the Prepetition Secured Parties related to any

of the Prepetition Secured Obligations or otherwise, (ii) seeking to invalidate, set aside, avoid or subordinate, in whole or in part, the Prepetition Secured Obligations, the Adequate Protection Claims, or the Prepetition Secured Parties' liens or security interests in the Adequate Protection Collateral or the Prepetition Collateral or (iii) for monetary, injunctive or other affirmative relief against the Prepetition Secured Parties (in their capacities as such), or their respective liens on or security interests in the Adequate Protection Collateral or the Prepetition Collateral, that would impair the ability of the Prepetition Secured Parties to assert or enforce any lien, claim, right or security interest or to realize or recover on the Prepetition Secured Obligations or the Adequate Protection Claims; (b) for objecting to or challenging in any way the legality, validity, priority, perfection or enforceability of the claims, liens or interests (including the Prepetition Liens) held by or on behalf of any of the Prepetition Secured Parties related to any of the Prepetition Secured Obligations; (c) for asserting, commencing or prosecuting any claims or causes of action whatsoever, including, without limitation, any Avoidance Actions (as defined herein) related to the Prepetition Liens or the Prepetition Secured Obligations; or (d) for prosecuting an objection to, contesting in any manner or raising any defenses to, the validity, extent, amount, perfection, priority or enforceability of any of the Prepetition Liens, Adequate Protection Liens, Adequate Protection Claims, Prepetition Secured Obligations or any other rights or interests of any of the Prepetition Secured Parties; *provided* that no more than $50,000.00 of the proceeds of the Adequate Protection Collateral or the Prepetition Collateral, including any Cash Collateral of the Prepetition Secured Parties, in the aggregate, may be used by the Creditors' Committee, if appointed, solely to investigate (but not to prosecute) the foregoing matters with respect to the Prepetition Liens or the Prepetition Secured Obligations within the Challenge Deadline (the "**Challenge Budget**"). Notwithstanding anything in the foregoing to the contrary, neither this

paragraph 12 nor any other provision of this Interim Order shall in any way restrict or impair the right of the Debtors to seek and defend confirmation of a chapter 11 plan consistent with the Restructuring Support Agreement.

13. *Limitation on Charging Expenses Against Collateral; Waivers*.

(a) Limitations on Charging Expenses Against Collateral. Subject to entry of the Final Order, except to the extent of the Carve Out, no costs or expenses of administration of the Chapter 11 Case(s) or any future proceeding that may result therefrom, including liquidation in bankruptcy or other proceedings under the Bankruptcy Code, shall be charged against or recovered from the Adequate Protection Collateral or the Prepetition Collateral, or the Prepetition Secured Parties pursuant to Bankruptcy Code sections 506(c) or 105(a), or any similar principle of law or equity, without the prior written consent of the Prepetition Secured Parties, as applicable, and no such consent shall be implied from any other action, inaction or acquiescence by the Prepetition Secured Parties.

(b) *No Marshaling/Application of Proceeds*. Subject to entry of the Final Order, the Prepetition Secured Notes Trustee, the Prepetition Secured Notes Collateral Agent, the Prepetition Secured Notes Depositary and the Prepetition RCF Agents shall be entitled to apply the payments or proceeds of the Adequate Protection Collateral, Prepetition Secured Notes Collateral and the Prepetition RCF Collateral, as applicable, in accordance with the provisions of the Interim Order or the Final Order, as applicable, the Prepetition Secured Notes Indenture, the Prepetition RCF Loan Documents, as applicable, and in no event shall the Prepetition Secured Parties be subject to the equitable doctrine of "marshaling" or any other similar doctrine with respect to any of the Adequate Protection Collateral or Prepetition Collateral.

(c) *Equities of the Case.* Subject to entry of the Final Order, (i) the Prepetition Secured Parties shall be entitled to all of the rights and benefits of Bankruptcy Code section 552(b) and (ii) the Debtors shall not invoke the "equities of the case" exception under Bankruptcy Code section 552(b) with respect to the proceeds, products, offspring or profits of any of the Adequate Protection Collateral or Prepetition Collateral.

(d) *Use of Cash Collateral*. The Debtors are hereby authorized to use any Cash Collateral of the Prepetition Secured Parties in accordance with this Interim Order, including, without limitation, to make payments on account of the Adequate Protection Obligations provided for in this Interim Order, from the date of this Interim Order through and including the date of the entry of the Final Order.

(e) *Section 507(b) Reservation.* Nothing herein shall impair or modify the application of Bankruptcy Code section 507(b) in the event that the adequate protection provided to the Prepetition Secured Parties is insufficient to compensate for any Diminution in Value of their interests in the Prepetition Collateral during the Chapter 11 Case(s). Nothing contained herein shall be deemed a finding by the Court, or an acknowledgment by any of the Prepetition Secured Parties, that the adequate protection granted herein does in fact adequately protect any of the Prepetition Secured Parties against any Diminution in Value of their respective interests in the Prepetition Collateral; *provided, however*, that any such additional section 507(b) claims shall be subject to the same relative priority as such party's Adequate Protection Claims, as provided in this Interim Order.

14. *Credit Bid*. To the extent provided in section 363(k) of the Bankruptcy Code and applicable law, subject to the priorities set forth in **Exhibit 1**, (x) the Prepetition Secured Notes Collateral Agent (directly or via one or more acquisition vehicles), and at the direction of the

Required Holders (as such term is defined in the Prepetition Secured Notes Collateral Agency & Accounts Agreement) or any assignee or designee thereof, on behalf of the Prepetition Secured Notes Parties, shall have the right to credit bid up to the full amount of the Prepetition Secured Notes Obligations and (y) the RCF Agents or any assignee or designee thereof, on behalf of the Prepetition RCF Secured Parties, shall have the right to credit bid (including on account of the Prepetition RCF Liens and the RCF Adequate Protection Liens) up to the full amount of the Prepetition RCF Obligations, in each case, in the sale of any of the Debtors' assets, including pursuant to (a) Bankruptcy Code section 363, (b) a plan of reorganization or a plan of liquidation under Bankruptcy Code section 1129 or (c) a sale or disposition by a chapter 7 trustee for any Debtor under Bankruptcy Code section 725.

15. *Binding Effect; Successors and Assigns*. Immediately upon entry of this Interim Order, subject to paragraph 11 of this Interim Order, all findings of fact and conclusions of law herein shall be binding upon all parties-in-interest in the Chapter 11 Cases and any Successor Cases, including without limitation, the Debtors, the Creditors' Committee or any other statutory or non-statutory committee appointed or formed in the Chapter 11 Cases and any Successor Cases, and their respective successors and assigns (including any chapter 11 trustee or chapter 7 trustee or examiner appointed or elected in the Chapter 11 Cases or any Successor Cases, an examiner appointed pursuant to section 1104 of the Bankruptcy Code, or any other fiduciary appointed as a legal representative of any of the Debtors or with respect to the property of the estate of any of the Debtors), and shall inure to the benefit of each of the Debtors, the Prepetition Secured Parties and their respective successors and assigns; *provided*, *however*, that, for the avoidance of doubt, the Prepetition Secured Parties shall have no obligation to make any loan, permit the use of Prepetition Collateral (including any Cash Collateral) or Adequate Protection

Collateral, or extend any financing to any chapter 11 trustee or chapter 7 trustee or similar responsible person appointed for the estate of any Debtor in the Chapter 11 Cases or any Successor Cases.

16. *Prepetition Secured Parties Protections.*

(a) *Reservation of Rights of the Prepetition Secured Parties*. Except as otherwise expressly set forth in this Interim Order (including the relative priorities set forth in **Exhibit 1**) the entry of this Interim Order is without prejudice to, and does not constitute a waiver of, expressly or implicitly, or otherwise impair: (a) any of the rights of any of the Prepetition Secured Parties to seek any other or supplemental relief in respect of the Debtors including the right to seek additional adequate protection; (b) any of the rights of the Prepetition Secured Parties under the Bankruptcy Code or under non-bankruptcy law, including, without limitation, the right of the Prepetition Secured Parties to (i) request modification of the automatic stay of Bankruptcy Code section 362, (ii) request dismissal of any of the Chapter 11 Case(s), conversion of any of the Chapter 11 Case(s) to cases under chapter 7 or appointment of a chapter 11 trustee or examiner with expanded powers in any of the Chapter 11 Case(s), (iii) seek to propose, subject to the provisions of Bankruptcy Code section 1121, a chapter 11 plan or plans; or (c) any other rights, claims or privileges (whether legal, equitable or otherwise) of any of the Prepetition Secured Parties. Notwithstanding anything in this Interim Order to the contrary, (i) this Interim Order does not constitute an agreement for purposes of section 1110 of the Bankruptcy Code and (ii) the Prepetition RCF Secured Parties' respective rights under section 1110 of the Bankruptcy Code, including, without limitation, with respect to the priority of the Carve Out, are preserved. The delay in or failure of the Prepetition Secured Parties to seek relief or otherwise exercise their rights and remedies shall not constitute a waiver of the Prepetition Secured Parties' rights and remedies.

(b) *No Waiver for Failure to Seek Relief*. The failure or delay of the Prepetition Secured Parties to exercise their respective rights and remedies under this Interim Order, the Prepetition Secured Documents or applicable law, as the case may be, shall not constitute a waiver of their respective rights hereunder, thereunder or otherwise.

(c) *Release*. Subject to the rights and limitations set forth in this Interim Order, including those set forth in Paragraph 11, each of the Debtors and the Debtors' estates, on its own behalf and on behalf of each of their predecessors, their successors and assigns hereby to the maximum extent permitted by applicable law, unconditionally, irrevocably and fully forever release, remise, acquit, relinquish, irrevocably waive and discharge each of the Prepetition Secured Parties (in each case, in their capacities as such) and each of their respective former, current or future officers, employees, directors, agents, representatives, owners, members, partners, affiliated investment funds or investment vehicles, managed, advised or sub-advised accounts, funds or other entities, investment advisors, sub-advisors or managers, financial advisors, legal advisors, shareholders, managers, consultants, accountants, attorneys, affiliates and predecessors in interest, each in their capacity as such (collectively, the "**Released Parties**"), of and from any and all claims, demands, liabilities, responsibilities, disputes, remedies, causes of action, indebtedness and obligations, rights, assertions, allegations, actions, suits, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses or judgments of every type, whether known, unknown, asserted, unasserted, suspected, unsuspected, accrued, unaccrued, fixed, contingent, pending or threatened including, without limitation, all legal and equitable theories of recovery, arising under common law, statute or regulation or by contract, of every nature and description that exist on the date hereof including, without limitation, (i) any so-called "lender liability" or equitable subordination claims or defenses, (ii) any and all claims and causes of action arising

under the Bankruptcy Code and (iii) any and all claims and causes of action regarding the validity, priority, extent, enforceability, perfection or avoidability of the liens or claims of any of the Prepetition Secured Parties; *provided* that the release set forth in this paragraph shall not release any claims or liabilities against a Released Party that a court of competent jurisdiction pursuant to a final, non-appealable order determines primarily result from the bad faith, fraud, gross negligence or willful misconduct of such Released Party. For the avoidance of doubt, nothing in this paragraph shall relieve the Prepetition Secured Parties or the Debtors of their obligations hereunder or under the Restructuring Support Agreement (to the extent applicable). Notwithstanding anything in the foregoing to the contrary, neither this paragraph 12 nor any other provision of this Interim Order shall in any way restrict or impair the right of the Debtors to seek and defend confirmation of a chapter 11 plan consistent with the Restructuring Support Agreement.

(d) *Limitation of Liability*. In permitting the use of any Cash Collateral of the Prepetition Secured Parties (if any) or exercising any rights or remedies as and when permitted pursuant to this Interim Order, the Prepetition Secured Parties (solely in their capacities as such) shall not be deemed to be in control of the operations of the Debtors or to be acting as a "responsible person" or "owner or operator" with respect to the operation or management of the Debtors or their respective business (as such terms, or any similar terms, are used in the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et seq.* as amended, or any similar federal or state statute), nor shall any Prepetition Secured Party owe any fiduciary duty to any of the Debtors, their creditors or estates, or constitute or be deemed to constitute a joint venture or partnership with any of the Debtors. Furthermore, nothing in this Interim Order, the Prepetition Secured Notes Documents or the Prepetition RCF

Loan Documents shall in any way be construed or interpreted to impose or allow the imposition upon any of the Prepetition Secured Parties of any liability for any claims arising from the prepetition or postpetition activities of any of the Debtors or their direct or indirect subsidiaries.

(e) *Insurance.* At all times the Debtors shall maintain casualty and loss insurance coverage for the Prepetition Collateral and the Adequate Protection Collateral on substantially the same basis as maintained prior to the Petition Date.

17. *Preservation of Rights Granted Under this Interim Order*.

(a) Subject to the Carve Out and the priorities set forth in **Exhibit 1**, other than with respect to the DIP Liens and as otherwise set forth in this Interim Order, the Adequate Protection Liens shall not be made subject to and/or *pari passu* with any lien or security interest granted in any of the Chapter 11 Cases(s) arising after the Petition Date, and shall not be subject to or junior to or *pari passu* with any lien or security interest that is avoided and preserved for the benefit of the Debtors' estates under Bankruptcy Code section 551. For the avoidance of doubt, other than as explicitly set forth in **Exhibit 1**, in no circumstances and at no time in these Chapter 11 Cases shall the RCF Adequate Protection Liens be senior or *pari passu* with any DIP Liens, regardless of whether any such liens attach prior in time.

(b) In the event this Interim Order or any provision hereof is vacated, reversed or modified on appeal or otherwise, any liens or claims granted to the Prepetition Secured Parties hereunder arising prior to the effective date of any such vacatur, reversal or modification of this Interim Order shall be governed in all respects by the original provisions of this Interim Order, including entitlement to all rights, remedies, privileges and benefits granted herein, and the Prepetition Secured Parties shall be entitled to the protections afforded in Bankruptcy Code section

363(m) with respect to all uses of the Prepetition Collateral (including any Cash Collateral of the Prepetition Secured Parties) and all Adequate Protection Obligations.

(c) Subject to the Carve Out to the extent provided in this Interim Order, unless and until all Prepetition Secured Notes Obligations, Prepetition RCF Obligations and Adequate Protection Obligations are indefeasibly paid in full, in cash or in kind, as applicable, the Debtors irrevocably waive the right to seek and shall not seek or consent to, directly or indirectly: (i) except with the prior written consent of the Prepetition Secured Parties, any modification, stay, vacatur or amendment of this Interim Order; (ii) except as permitted hereunder, (x) other than the DIP Superpriority Claims, a priority claim for any administrative expense, secured claim or unsecured claim against any of the Debtors equal to or superior to the Adequate Protection Claims, the Prepetition Secured Notes Obligations or the Prepetition RCF Obligations, as the case may be or (y) other than the DIP Liens to the extent provided in this Interim Order, any lien on any of the Adequate Protection Collateral or the Prepetition Collateral with priority equal or superior to the Adequate Protection Liens, the Prepetition Secured Notes Liens or the Prepetition RCF Liens (subject to the relative priorities set forth on Exhibit 1), as the case may be; (iii) the use of any Cash Collateral of the Prepetition Secured Parties for any purpose other than as permitted in this Interim Order, (iv) an order converting or dismissing any of the Chapter 11 Case(s); (v) an order appointing a chapter 11 trustee in any of the Chapter 11 Case(s); or (vi) an order appointing an examiner with enlarged powers in any of the Chapter 11 Case(s).

(d) Notwithstanding any order dismissing any of the Chapter 11 Case(s) under Bankruptcy Code section 1112 or otherwise entered at any time, (x) the Adequate Protection Liens, the Adequate Protection Claims, all Adequate Protection Obligations, and any other administrative claims granted pursuant to this Interim Order, shall continue in full force and effect and shall

maintain their priorities as provided in this Interim Order until all Adequate Protection Obligations are indefeasibly paid in full, in cash or in kind, as applicable, and such Adequate Protection Liens, Adequate Protection Claims, Adequate Protection Obligations, and the other administrative claims granted pursuant to this Interim Order, shall, notwithstanding such dismissal, remain binding on all parties in interest; and (y) the Court shall retain jurisdiction, notwithstanding such dismissal, for the purposes of enforcing the claims, liens, obligations and security interests referred to in clause (x) above.

(e) Except as expressly provided in this Interim Order, the Adequate Protection Liens, the Adequate Protection Claims, Adequate Protection Obligations, and all other rights and remedies of the Prepetition Secured Notes Trustee, the Prepetition Secured Notes Collateral Agent, the Prepetition Secured Notes Depositary and/or the Prepetition RCF Secured Parties granted by the provisions of this Interim Order shall survive, shall maintain their priority as provided in this Interim Order, and shall not be modified, impaired or discharged by (i) the entry of an order converting any of the Chapter 11 Case(s) to a case under chapter 7, dismissing any of the Chapter 11 Case(s), terminating the joint administration of these Chapter 11 Case(s) or by any other act or omission, (ii) the entry of an order approving the sale of any Prepetition Collateral or Adequate Protection Collateral pursuant to Bankruptcy Code section 363(b) or (iii) the entry of an order confirming a plan of reorganization in any of the Chapter 11 Case(s) and, pursuant to Bankruptcy Code section 1141(d)(4), the Debtors have waived any discharge as to any remaining Adequate Protection Obligations. The terms and provisions of this Interim Order shall continue in these Chapter 11 Case(s), and in any Successor Cases (including if these Chapter 11 Case(s) cease to be jointly administered or in any superseding chapter 7 cases under the Bankruptcy Code).

18. *Proofs of Claim*. None of the Prepetition Secured Parties shall be required to file proofs of claim in any of the Chapter 11 Cases or any Successor Cases for any claim allowed herein, and the stipulations in Paragraph G shall be deemed to constitute a timely filed proof of claim with respect to the Prepetition Secured Obligations against each of the applicable Debtors in the Chapter 11 Cases. Notwithstanding any order entered by the Court in relation to the establishment of a bar date in any of the Chapter 11 Cases or any Successor Cases to the contrary, the Prepetition Secured Notes Collateral Agent, on behalf of itself and the other Prepetition Secured Notes Parties, and each of the Prepetition RCF Agents, on behalf of itself and the Prepetition RCF Secured Parties, are each authorized and entitled, but required, to file (and amend and/or supplement, as the respective agents see fit) a master proof of claim on account of any and all of the respective claims arising under the Prepetition Secured Documents, as applicable (the "**Master Proof of Claim**"). For administrative convenience, any Master Proof of Claim authorized herein may be filed in the case of Spirit Inc. Debtor with respect to all amounts asserted in such Master Proof of Claim, and such Master Proof of Claim shall be deemed to be filed and asserted by the applicable entity or entities against every Debtor asserted to be liable for the applicable claim. For the avoidance of doubt, the provisions set forth in this paragraph and any Master Proof of Claim filed pursuant to the terms hereof are intended solely for the purpose of administrative convenience and shall not affect the substantive rights of any party in interest or their respective successors in interest, including, without limitation, the numerosity requirements set forth in Bankruptcy Code section 1126. Neither the Prepetition Secured Notes Collateral Agent nor the and Prepetition RCF Agents shall be required to attach any instruments, agreements, or other documents evidencing the obligations owing by each of the Debtors to the Prepetition Secured Parties, which instruments, agreements, or other documents will be provided (subject to

any applicable confidentiality restrictions) upon written request to counsel to the Prepetition Secured Notes Collateral Agent or Prepetition RCF Agents, as applicable. Any order entered by the Court in relation to the establishment of a bar date for any claim (including any administrative claim) in any of the Chapter 11 Cases or any Successor Cases shall not apply to the Prepetition Secured Parties. For the avoidance of doubt, none of the Prepetition Secured Parties will be required to file any request for allowance and/or payment of any administrative expenses, and this Interim Order shall be deemed to constitute a timely filed request for allowance and/or payment of any Prepetition Secured Obligations or Adequate Protection Claims constituting administrative expenses.

19. *Retention of Jurisdiction*. The Court retains jurisdiction to hear, determine and enforce the terms of any and all matters arising from or related to this Interim Order.

20. *Effectiveness*. This Interim Order shall constitute findings of fact and conclusions of law and shall take effect and be fully enforceable *nunc pro tunc* to the Petition Date immediately upon entry hereof. Notwithstanding Bankruptcy Rules 4001(a)(3), 6004(h), 6006(d), 7062 or 9024, any other Bankruptcy Rule or Rule 62(a) of the Federal Rules of Civil Procedure, this Interim Order shall be immediately effective and enforceable upon its entry and there shall be no stay of execution or effectiveness of this Interim Order.

21. *Final Hearing*. The Final Hearing is scheduled for [_____] at [_____]. (prevailing New York City Time), and any objections to the final relief sought in the Motion shall be filed with the Court no later than [●] at 4:00 p.m. (prevailing New York City Time), and served upon the Notice Parties.

Dated: November __, 2024

THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Lien Priorities on Collateral

The Adequate Protection Liens, the Prepetition Secured Notes Liens, the Prepetition RCF Liens, the DIP Liens and the Carve Out shall have the following priority on the Adequate Protection Collateral and the applicable Prepetition Collateral at the applicable Debtor entities obligated pursuant to the DIP Obligations, Adequate Protection Obligations or the applicable Prepetition Secured Obligations, it being understood that the Prepetition Secured Parties agree that the foregoing shall apply at all times on and after the Petition Date:

Priority	Prepetition Secured Notes Collateral	RCF Collateral[7]	Other Adequate Protection Collateral
1.	Carve Out	Carve Out	Carve Out
2.	Prepetition Secured Notes Permitted Liens	Prepetition RCF Permitted Liens	Permitted Liens
3.	DIP Liens	RCF Adequate Protection Liens	DIP Liens
4.	Secured Notes Adequate Protection Liens	Prepetition RCF Liens	Secured Notes Adequate Protection Liens and RCF Adequate Protection Liens
5.	Prepetition Secured Notes Liens	DIP Liens	N/A
6.	N/A	Secured Notes Adequate Protection Liens	N/A

[7] Notwithstanding anything to the contrary in the Interim Order, the aggregate amount of DIP Obligations and Senior Notes Adequate Protection Claims secured by DIP Liens and/or Senior Notes Adequate Protection Liens on the RCF Collateral shall be limited solely to the extent required by Section 1110 of the Bankruptcy Code.

Exhibit 2

DIP Commitment Letter

EXECUTION VERSION

November 18, 2024

Spirit Airlines, Inc.
2800 Executive Way
Miramar, Florida 33025

$300,000,000 Senior Secured Debtor in Possession Facility
Commitment Letter

Ladies and Gentlemen:

Spirit Airlines, Inc., a Delaware corporation ("you" or the "Company"), has requested that the parties listed on Schedule 1 ("us", "we" or the "Commitment Parties") to this letter agreement (including all schedules, annexes and exhibits hereto (including the DIP Term Sheet (as defined below), as may be amended, restated, supplemented or otherwise modified from time to time, this "Commitment Letter") agree to provide, under section 364 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the "Bankruptcy Code"), a senior secured non-amortizing priming debtor in possession facility (the "DIP Facility") in an aggregate principal amount of $300,000,000, consisting of DIP Loans (as defined in the term sheet attached hereto as Exhibit A (including all schedules, annexes and exhibits thereto, as may be amended, restated, supplemented or otherwise modified from time to time, the "DIP Term Sheet")) and DIP Notes (as defined in the DIP Term Sheet), which DIP Loans and DIP Notes will be available to be drawn in a single drawing on the Closing Date pursuant to the terms and conditions contained herein (including the conditions set forth in Section 6 below), the DIP Order and the other DIP Facility Documents. Capitalized terms used but not defined herein are used with the meanings assigned to them in (i) that certain Restructuring Support Agreement, dated as of the date hereof (including the term sheets attached thereto and any other attachments thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the "Restructuring Support Agreement"), by and among the Company Parties and the Consenting Stakeholders (each as defined therein) from time to time party thereto or (ii) the DIP Term Sheet, as applicable.

1. **Commitment**

In connection with the foregoing, the Commitment Parties are pleased to advise you of their commitments to provide the DIP Facility, on a several and not joint basis, through, at the option of such Commitment Party, providing DIP Loans and/or through purchasing DIP Notes in the respective amounts set forth adjacent to each such Commitment Party's name on Schedule 1 to this Commitment Letter (the "DIP Commitments"), upon the terms and subject to solely the conditions set forth in this Commitment Letter.

The rights and obligations of each of the Commitment Parties under this Commitment Letter shall be several and not joint and several, and no failure of any Commitment Party to comply with any of its obligations hereunder shall prejudice the rights, or reduce the obligations, of any other Commitment Party; *provided* that no Commitment Party shall be required to fund the commitment of another Commitment Party in the event such other Commitment Party fails to do so (the "Breaching Party"), but each Commitment Party shall be offered the opportunity to provide its pro rata share of the DIP Commitment of such Breaching Party, in which case such performing Commitment Party shall be entitled to all or a proportionate share, as the case may be, of the DIP Facility and related fees that would otherwise be issued to the Breaching Party.

The DIP Loans will be provided and funded through Barclays Bank PLC as fronting lender (the "Fronting Lender"), and each Commitment Party that elects to fund its DIP Commitment through providing DIP Loans hereby agrees to acquire such DIP Loans from the Fronting Lender via assignment from the Fronting Lender pursuant to terms and conditions customary for fronting arrangements and otherwise to be agreed among such Commitment Party and the Fronting Lender. Each Commitment Party that elects to fund its DIP Commitment through purchasing DIP Notes shall purchase such DIP Notes directly from the Company.

2. **Assignments**

At any time prior to the earlier of (a) the Closing Date and (b) the termination of this Commitment Letter in accordance with its terms, this Commitment Letter shall not be assignable by any party hereto without the prior written consent of each other party hereto (and any purported assignment without such consent shall be null and void) unless the assignee thereof (i) is another Commitment Party or one of its Commitment Party Affiliates (as defined below) or (ii) is a Commitment Party Affiliate of such Commitment Party (it being understood that any such assignment shall not relieve the Commitment Party of its obligations hereunder until the Closing Date shall have occurred); *provided*, *however*, that each Commitment Party may, at any time, employ the services of its Commitment Party Affiliates, in fulfilling its obligations contemplated by this Commitment Letter or designate any Commitment Party Affiliate, to receive any of its DIP Loans or DIP Notes. Under no circumstances shall you have the right to sell, transfer, negotiate or assign its rights hereunder without the prior written consent of each Commitment Party and any such sale, transfer, negotiation or assignment without such consent shall be null and void.

3. **Titles and Roles**

It is agreed that Wilmington Savings Fund Society, FSB will act as the administrative agent and collateral agent in respect of the DIP Facility (in such capacity, the "DIP Agent"). It is understood and agreed that this Commitment Letter shall not constitute either an express or implied commitment or offer by the DIP Agent to provide any portion of the DIP Facility or to otherwise provide any financing.

4. **Information**

You hereby represent that (a) all written factual information, other than (i) the Projections (as defined below) and (ii) information of a general economic or industry specific nature (such written information other than as described in the immediately preceding clauses (i) and (ii), the "Information"), that has been or will be made available to us by you or on behalf of you or any of your representatives in connection herewith is or will be, when taken as a whole, complete and correct in all material respects and does not or will not, when furnished and when taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto) and (b) the financial projections and other projections, budgets, estimates and other forward-looking information (collectively, the "Projections") that have been or will be made available to us by you or on behalf of you or any of your representatives in connection herewith have been or will be prepared in good faith based upon assumptions that are reasonable at the time made and at the time the related Projections are made available to us; it being understood that (x) the Projections are merely a prediction as to future events and are not to be viewed as facts, (y) the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, and (z) no assurance can be given that any particular Projection will be realized and that actual results during the period or periods covered by any the Projections may differ significantly from the projected results and such differences may be material. You agree that if, at any time prior to the effectiveness of the DIP Facility, you become aware that

any of the representations in the preceding sentence would be incorrect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement the Information and the Projections so that such representations will be correct under those circumstances; *provided* that any such supplemental Information and Projections (A) shall be treated as confidential in accordance with this Commitment Letter and (B) received prior to the Closing Date shall cure any breach of such representations.

In providing this Commitment Letter and arranging the DIP Facility, the Commitment Parties are relying on the accuracy of the Information furnished to them by or on behalf of you by your representatives without independent verification thereof.

5. **Fees**

As consideration for the commitments and agreements of (i) the Commitment Parties, the Company agrees to pay each DIP Commitment Party its allocable share of the Put Option Premium referred to in the DIP Term Sheet, (ii) the DIP Agent, the Company agrees to pay the nonrefundable fees described in the fee letter (the "Agent Fee Letter") to be entered into by and between the Company and the DIP Agent and (iii) the Fronting Lender, the Company agrees to pay the nonrefundable fees described in the fee letter (the "Fronting Fee Letter") to be entered into by and between the Company and the Fronting Lender, in each case, in the form, at the times, on the terms and subject to the conditions set forth in this Commitment Letter, the Restructuring Support Agreement, the Fronting Fee Letter and the Agent Fee Letter, as applicable.

To the extent the Fronting Lender receives the Put Option Premium on the Closing Date on behalf of the DIP Lenders, such Put Option Premium shall be for the account of the applicable DIP Lender, and the Fronting Lender shall transfer the Put Option Premium to the applicable DIP Lender(s) in connection with the assignment of the DIP Loans.

In the event that within 12 months after the date hereof you or any of your affiliates enter into any debtor in possession financing facility that is not provided by the Commitment Parties, you agree that, unless the Commitment Parties have terminated this Commitment Letter (other than as a result of a Termination Event) or breached their obligations under this Commitment Letter by declining to fund, or declining to cause the funding of, the DIP Commitments after all conditions precedent set forth in Section 6 of this Commitment Letter have been satisfied, then you will pay to the Commitment Parties, concurrently with the consummation of such debtor in possession financing facility, an amount in cash equal to the Put Option Premium that the Commitment Parties would have received if the DIP Facility was funded in full.

The Company acknowledges and agrees that the fees set forth in this Section 5 shall be fully earned, nonrefundable, and non-avoidable upon the occurrence of such events or such applicable dates as described with respect thereto in the DIP Term Sheet, the Agent Fee Letter or the Fronting Fee Letter, as applicable, and shall be paid by the Company, free and clear of any withholding or deduction for any applicable taxes, on the applicable dates as set forth in the DIP Term Sheet, the Agent Fee Letter, or the Fronting Fee Letter, as applicable. The Put Option Premium is being earned as consideration for each Commitment Party's DIP Commitment and not with respect to any services being provided.

6. **Conditions**

Each Commitment Party's commitments and agreements hereunder are subject only to the conditions set forth under the sections of the DIP Term Sheet entitled "Conditions Precedent to the Extension of Credit".

7. **Indemnification and Expenses**

You agree to indemnify, hold harmless and defend (i) the DIP Agent (including for the fees and out-of-pocket costs and expenses of Schulte Roth & Zabel LLP), (ii) the Fronting Lender (including for the fees and out-of-pocket costs and expenses of Dentons US LLP), (iii) the Ad Hoc Group of Senior Secured Noteholders (including for the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Senior Secured Noteholder Advisors) and (iv) the Ad Hoc Group of Convertible Noteholders (including the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Convertible Noteholders Advisors), and, in each case, their respective affiliates and their respective successors and assigns and the respective partners, officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing and attorneys and representatives thereof (each, an "Indemnified Person") (but, in the case of an Indemnified Person that is a member of the Ad Hoc Group of Convertible Noteholders and affiliates, successors and assigns and the respective partners, officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing and attorneys and representatives thereof, limited to the fees and out-of-pocket costs and expenses of such Indemnified Person incurred through the date of the termination of the Restructuring Support Agreement as to the Consenting Convertible Noteholders; *provided* that this parenthetical will not apply to Consenting Convertible Noteholders in their capacity as DIP Creditors) from and against any and all losses, claims, damages, liabilities or related expenses, joint or several, to which any such Indemnified Person may become subject arising out of or in connection with this Commitment Letter, the DIP Facility, the use of the proceeds thereof or any claim, litigation, investigation or proceeding (a "Proceeding") relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto, whether or not such Proceedings are brought by you, your equity holders, affiliates, creditors or any other person; *provided* that the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent they (x) are found by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence or willful misconduct of such Indemnified Person or its controlled affiliates, directors, officers or employees (collectively, the "Related Parties") or (y) arise from any dispute among Indemnified Persons or any Related Parties, other than any Proceedings against any DIP Creditor or the DIP Agent in fulfilling their respective roles as DIP Creditor or the DIP Agent and other than any claims arising out of any act or omission on the part of you or any of your controlled affiliates.

In addition, whether or not the Closing Date occurs, all reasonable and documented fees and out-of-pocket costs and expenses of (i) the DIP Agent (including the fees and out-of-pocket costs and expenses of Schulte Roth & Zabel LLP), (ii) the Fronting Lender (including for the fees and out-of-pocket costs and expenses of Dentons US LLP), (iii) the Ad Hoc Group of Senior Secured Noteholders (including the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Senior Secured Noteholder Advisors) and (iv) the Ad Hoc Group of Convertible Noteholders (but limited to the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Convertible Noteholders Advisors incurred through the date of the termination of the Restructuring Support Agreement as to the Consenting Convertible Noteholders; *provided* that this parenthetical will not apply to Consenting Convertible Noteholders in their capacity as DIP Creditors), in each case, in connection with (A) the Chapter 11 Cases generally, (B) the preparation, negotiation and execution of the DIP Facility Documents, (C) the funding of the DIP Facility, (D) the creation, perfection or protection of the liens under the DIP Facility Documents (including all search, filing and recording fees) and (E) the on-going administration of the DIP Facility Documents (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto), shall be payable by the Company within thirty (30) calendar days following written demand without the requirement to file retention or fee applications with the Bankruptcy Court. Invoices for fees and expenses referenced above will not be required to comply with any particular format, may be in summary form only and may include redactions necessary to maintain privilege.

You will not be liable for any settlement of any Proceeding effected without your prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), but, if settled with your written consent or if there is a final, non-appealable judgment of a court of competent jurisdiction in any such Proceedings, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with the indemnification provisions of this Commitment Letter.

It is further agreed that each Commitment Party shall only have liability to you (as opposed to any other person) and that each Commitment Party shall be liable solely in respect of its own commitment to the DIP Facility on a several, and not joint, basis with any other Commitment Party. None of each person that constitutes an Indemnified Person or the Company or their respective directors, officers, employees, advisors, and agents shall be liable for any indirect, special, punitive or consequential damages in connection with this Commitment Letter, the DIP Facility or the transactions contemplated hereby or thereby; *provided* that nothing contained in this sentence shall limit your indemnity obligations to the extent set forth in this Section 7.

8. **Sharing of Information, Absence of Fiduciary Relationship, Affiliate Activities**

You acknowledge that each Commitment Party (or an affiliate) and/or the Fronting Lender (or an affiliate) may from time to time effect transactions, for its own or its affiliates' account or the account of discretionary accounts, funds or customers, and hold positions in loans, securities or options on loans or securities of, or claims against, you, your affiliates and of other companies that may be the subject of the transactions contemplated by this Commitment Letter. You also acknowledge that the Commitment Parties and the Fronting Lender and their respective affiliates have no obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies or persons.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and the Commitment Parties or the Fronting Lender is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether the Commitment Parties or the Fronting Lender have advised or are advising you on other matters, (b) the Commitment Parties and the Fronting Lender, on the one hand, and you, on the other hand, have an arm's length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty to you or your affiliates on the part of the Commitment Parties or the Fronting Lender, and you waive, to the fullest extent permitted by law, for yourself and on behalf of your subsidiaries, any claims you or any of your controlled affiliates may have against any Commitment Party, the Fronting Lender or any of their respective affiliates for breach of duty or alleged breach of any fiduciary duty on the part of the Commitment Parties, the Fronting Lender or any of their respective affiliates and agree that no Commitment Party, the Fronting Lender or any of their respective affiliates will have any liability (whether direct or indirect) to you or your controlled affiliates in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your or any of your controlled affiliates' behalf, including equity holders, employees or creditors, in each case, in respect of any of the transactions contemplated by this Commitment Letter, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter, and you are responsible for making your own independent judgment with respect to the transactions contemplated by this Commitment Letter and the process leading thereto, (d) you have been advised that the Commitment Parties and the Fronting Lender and their respective affiliates are engaged in a broad range of transactions that may involve interests that differ from your and your affiliates' interests and that the Commitment Parties and the Fronting Lender and their respective affiliates have no obligation to disclose such interests and transactions to you and your affiliates, (e) you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate, (f) each Commitment Party and the Fronting Lender (or any of their respective

affiliates) has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by it and the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for you or any of your affiliates and (g) none of the Commitment Parties or the Fronting Lender or their affiliates has any obligation or duty (including any implied duty) to you or your affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein or in any other express writing executed and delivered by such Commitment Party or the Fronting Lender, as applicable, and you or any such affiliate.

You acknowledge for United States securities law purposes that any Commitment Party may establish an information blocking device or "Information Barrier" between, on the one hand, its directors, officers, employees, agents, affiliates (as such term is used in Rule 12b-2 under the Exchange Act) and, on the other hand, its affiliates and its and their attorneys, accountants, financial or other advisors, members, equity holders, partners, directors and employees who, pursuant to such Information Barrier policy, are permitted to receive confidential information or otherwise participate in discussions concerning the transactions contemplated hereby, and those of such Commitment Party's and their affiliates', other employees.

Additionally, you acknowledge and agree that none of the Commitment Parties, the Fronting Lender or any of their affiliates are advising you as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. You shall consult with your own advisors concerning such matters and shall be responsible for making your own independent investigation and appraisal of the transactions contemplated by this Commitment Letter, and the Commitment Parties, the Fronting Lender and their respective affiliates shall not have any responsibility or liability to you or your affiliates with respect thereto. Any review by the Commitment Parties or the Fronting Lender, as the case may be, of the transactions contemplated by this Commitment Letter or other matters relating thereto will be performed solely for the benefit of the Commitment Parties, the Fronting Lender or their respective affiliates, as the case may be, and shall not be on behalf of you or any of your affiliates.

You acknowledge that each Commitment Party and the Fronting Lender may be (or may be affiliated with) a full service financial firm and as such from time to time may, and its affiliates may, (a) effect transactions for its own or its affiliates' account or the account of customers, and hold long positions in debt or equity securities, loans or other securities and financial instruments of companies that may be the subject of the transactions contemplated hereunder or with which you or your subsidiaries may have commercial or other relationships or (b) provide debt financing, equity capital, investment banking, financial advisory services, securities trading, hedging, financing and brokerage activities and financial planning and benefits counseling to other companies or similar services in respect of which you or your subsidiaries may have conflicting interests. The Company hereby waives and releases, for itself and behalf of its subsidiaries, to the fullest extent permitted by law, any claims each of them has or will or may have hereunder with respect to any conflict of interest arising from such transactions, activities, investments or holdings, or arising from the failure of any Commitment Party or the Fronting Lender or any of their respective affiliates or customers to bring such transactions, activities, investments or holdings to you or your affiliates' attention.

9. **Confidentiality**

This Commitment Letter is delivered to you on the understanding that neither this Commitment Letter nor any of its terms or substance shall be disclosed by you, directly or indirectly, to any other person except (a) to you, your affiliates and your and their respective officers, directors, employees, members, partners, stockholders, attorneys, accountants, consultants, contractors, independent auditors, professionals, experts, agents and advisors (collectively, "Representatives"), in each case on a confidential and need-to-know basis, (b) pursuant to the order of any court or administrative agency or in any legal, judicial or

administrative proceeding, or otherwise as required by applicable law or regulation or compulsory legal process (in which case, you agree to inform the Commitment Parties promptly thereof prior to such disclosure to the extent timely practicable and not prohibited by law, rule, regulation or other legal process), (c) upon the request or demand of any regulatory authority having jurisdiction over you, (d) upon notice to the Commitment Parties, in connection with any public filing requirement you are legally obligated to satisfy, in form and substance acceptable to the Commitment Parties, (e) in a Bankruptcy Court filing in order to implement the transactions contemplated hereunder, (f) to the United States Trustee, the official committee of unsecured creditors or any other statutory committee formed in the Chapter 11 Cases and each of their legal counsel, independent auditors, professionals and other experts or agents who are informed of the confidential nature of such information and agree to be bound by confidentiality and use restrictions substantially similar to those set forth in this Section 9, (g) to the parties and potential parties to the Restructuring Support Agreement, (h) to the extent any such information becomes publicly available other than by reason of disclosure by you, your controlled affiliates or your or their Representatives in breach of this Commitment Letter and (i) with respect to the DIP Term Sheet, to Standard & Poor's Rating Services and Moody's Investors Service, Inc., on a confidential basis, in connection with obtaining a rating for the DIP Facility; *provided* that in the case of any disclosure to be made by you pursuant to subparts (b), (c), (d) (e), (f), (g) and (i), to the extent not prohibited by law, rule, regulation or other legal process, you shall redact to remove the name of each Commitment Party and the amount and/or percentage of individual DIP Commitments of each Commitment Party.

10. **Miscellaneous**

This Commitment Letter shall not be assignable by you without the prior written consent of each Commitment Party and the Fronting Lender (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto, the DIP Agent, the Fronting Lender and the Indemnified Persons and is not intended to and does not confer any benefits upon, or create any rights in favor of, any person other than the parties hereto, the DIP Agent, the Fronting Lender and the Indemnified Persons to the extent expressly set forth herein. The Commitment Parties reserve the right to employ the services of their respective affiliates in funding the DIP Facility (including providing DIP Loans and/or purchasing DIP Notes, as applicable), and to satisfy their obligations hereunder through, one or more of their respective affiliates, separate funds and/or accounts within their control or investment funds under their or their respective affiliates' management and/or advisement (collectively, "Commitment Party Affiliates"); and to allocate, in whole or in part, to their respective affiliates certain fees payable to the Commitment Parties in such manner as the Commitment Parties and their Commitment Party Affiliates may agree in their sole discretion; *provided* that such Commitment Party will be liable for the actions or inactions of any such person whose services are so employed, and no delegation to a Commitment Party Affiliate shall relieve such Commitment Party from its obligations hereunder to the extent that any Commitment Party Affiliate fails to satisfy the DIP Commitments hereunder at the time required.

You understand that the Commitment Parties are engaged in a wide range of financial services and businesses. In furtherance of the foregoing, you acknowledge and agree that, to the extent a Commitment Party expressly indicates on its signature page hereto that it is executing this Agreement on behalf of specific trading desk(s) and/or business group(s) of the Commitment Party, the obligations set forth in this Commitment Letter shall only apply to such trading desk(s) and/or business group(s) and shall not apply to any other trading desk or business group of the Commitment Party so long as they are not acting at the direction or for the benefit of such Commitment Party or such Commitment Party's investment in the Company; provided, that the foregoing shall not diminish or otherwise affect the obligations and liability therefor of any legal entity that (i) executes this Commitment Letter or (ii) on whose behalf this Agreement is executed by a Commitment Party. The Company acknowledges that certain Commitment Parties may have engaged an investment manager or advisor which acts as (i) the sole investment manager or advisor for certain single-manager accounts, and (ii) investment manager or adviser solely to a designated pool of

assets of certain multi-manager accounts. In respect of the multi-manager accounts, to the extent a Commitment Party expressly indicates on its signature page hereto that such investment advisor or manager (A) is its discretionary advisor with respect to the accounts of the Commitment Party or (B) has executed this Commitment Letter on Commitment Party's behalf ("Investment Advisor"), the Investment Advisor has no visibility, control or oversight in respect of the trading of other investment managers or advisers to such multi-manager accounts of the Commitment Party. As such, notwithstanding anything to the contrary herein, all agreements, covenants, representations or warranties herein that relate to any Commitment Party shall, with respect to any multi-manager accounts, solely apply to the portion of the account over which such Investment Advisor has discretion and not such Commitment Party as a whole.

This Commitment Letter may not be amended or waived except by an instrument in writing signed by you and each Commitment Party and, if such amendment or waiver adversely affects the rights or obligations of the Fronting Lender, the Fronting Lender. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by facsimile or electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter (and the Restructuring Support Agreement, the DIP Term Sheet, the Fronting Fee Letter and the agreements referenced in this Commitment Letter) set forth the entire understanding of the parties with respect to the DIP Facility and replace and supersede all prior agreements and understandings (written or oral) related to the subject matter hereof. This Commitment Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York and the Bankruptcy Code, to the extent applicable.

You and we hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York (or if such court does not have jurisdiction, any state court or Federal court located in the Borough of Manhattan), any appellate court from any thereof, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of the Chapter 11 Cases may be heard and determined in the Bankruptcy Court and any other Federal court having jurisdiction over the Chapter 11 Cases from time to time, over any suit, action or proceeding arising out of or relating to the transactions contemplated hereby, this Commitment Letter or the performance of services hereunder or thereunder. Notwithstanding the foregoing consent to jurisdiction in United States District Court for the Southern District of New York, upon the commencement of the Chapter 11 Cases, each of the parties hereto agrees that, if the Chapter 11 Cases are pending, the Bankruptcy Court shall have exclusive jurisdiction over all matters arising out of or relating to the transactions contemplated hereby, this Commitment Letter or the performance of services hereunder or thereunder. You and we agree that service of any process, summons, notice or document by registered mail addressed to you or us shall be effective service of process for any suit, action or proceeding brought in any such court. You and we hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in any inconvenient forum. You and we hereby irrevocably agree to waive trial by jury in any suit, action, proceeding, claim or counterclaim brought by or on behalf of any party related to or arising out of this Commitment Letter or the performance of services hereunder or thereunder.

Each of the Commitment Parties hereby notifies you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "PATRIOT Act"), it is required to obtain, verify and record information that identifies the Loan Parties, which information includes names, addresses, tax identification numbers and other information that will allow such Commitment Party (and any lender (including the Fronting Lender) under this Commitment Letter) to identify the Loan Parties in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for the Commitment Parties and any lender under this Commitment Letter.

The indemnification, expense reimbursement, jurisdiction, confidentiality, governing law, sharing of information, no agency or fiduciary duty, waiver of jury trial, service of process and venue provisions contained herein shall remain in full force and effect regardless of whether the DIP Facility Documents shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the DIP Commitments.

The parties hereto hereby agree that this Commitment Letter is a legal, valid, binding and enforceable agreement with respect to the subject matter herein, except as such enforceability may be limited by debtor relief laws and by general principles of equity; it being acknowledged and agreed that the funding of the DIP Facility is subject solely to the conditions specified in Section 6 herein.

If this Commitment Letter correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter by returning to us executed counterparts of this Commitment Letter by no later than 5:00 p.m. New York City time, on November 18, 2024. This offer will automatically expire if we have not received such executed counterparts in accordance with the preceding sentence. In addition, the commitment and agreements of the Commitment Parties hereunder shall expire automatically upon the occurrence of any of the following (a "Termination Event") unless waived by the Commitment Parties (by email or otherwise): (i) if you have not commenced the Borrower's Chapter 11 Case and filed a motion seeking entry of the DIP Order by the applicable dates set forth in the Restructuring Support Agreement (as such dates may be extended under the terms of the Restructuring Support Agreement), (ii) if the Bankruptcy Court has not entered the final DIP Order by the applicable dates set forth in the Restructuring Support Agreement (as such dates may be extended under the terms of the Restructuring Support Agreement), or (iii) upon the termination of the Restructuring Support Agreement in accordance with its terms.

[Remainder of this page intentionally left blank]

WILMINGTON SAVINGS FUND SOCIETY, FSB, as DIP Agent

Patrick J. Healy

Name: Patrick J. Healy
Title: Senior Vice President

BARCLAYS BANK PLC, solely in respect of its U.S. Special Situations Trading Desk (the "Trading Desk"), and not any other desk, unit, group, division or affiliate of Barclays, in its capacity as a Fronting Lender and not in any other capacity.

Name: Erik Jerrard
Title: Director

Accepted and agreed to as of the date first above written:

SPIRIT AIRLINES, INC.

By: Signed by: Fred Cromer B9B701082B5141C...

Name: Fred Cromer
Title: Chief Financial Officer

[*Noteholder Signature Pages on File with Company*]

Schedule 1

DIP Commitments

[*DIP Commitments on File with Company*]

EXHIBIT A

DIP Term Sheet

[See attached.]

Privileged and Confidential

Subject to FRE 408 and State Law Equivalents

Senior Secured Debtor in Possession Facility

Summary of Terms and Conditions[1]

Set forth below is a summary of the principal terms and conditions for the DIP Facility (as defined herein). This summary of terms and conditions (together with all annexes, exhibits, and schedules attached hereto, as may be amended, amended and restated, supplemented or otherwise modified from time to time, this "**DIP Term Sheet**") shall be a binding agreement with respect to the DIP Facility but does not purport to summarize all of the terms, conditions, representations, warranties and other provisions with respect to the DIP Facility which would be contained in the DIP Credit and Note Purchase Agreement (as defined herein) and the other DIP Facility Documents (as defined herein). The obligations of the DIP Creditors (as defined herein) to provide the DIP Facility are conditioned upon entry of the Orders (as defined herein) and the other terms and conditions set forth herein.

Borrower:	Spirit Airlines, Inc., a Delaware corporation ("**Company**" or "**Borrower**"), in its capacity as a debtor and debtor in possession in a case (the "**Borrower's Chapter 11 Case**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") to be filed in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") (the date of such filing, the "**Borrower Petition Date**").
Guarantors:	The obligations of the Borrower under the DIP Facility (the "**Borrower Obligations**") will be guaranteed by Spirit IP Cayman Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Brand Issuer**"), Spirit Loyalty Cayman Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Loyalty Issuer**" and, together with Brand Issuer, the "**Loyalty Notes Issuers**"), Spirit Finance Cayman 1 Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands ("**SPV HoldCo 1**"), and Spirit Finance Cayman 2 Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands ("**SPV HoldCo 2**") (collectively, the "**Guarantors**" and, together with Borrower, the "**Debtors**" or the "**Loan Parties**"; the obligations of the Loan Parties under the DIP Facility that are payable as set forth herein, collectively, the "**DIP Facility Obligations**"), each of which will be a debtor and a debtor in possession in cases commenced under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (collectively, the "**Guarantors' Chapter 11 Cases**" and, together with the Borrower's Chapter 11 Case, collectively, the "**Chapter 11 Cases**"), filed subsequent to, but jointly administered with, the Borrower's Chapter 11 Case (the date of such filing, the "**Guarantor Petition Date**"; "**Petition Date**" shall mean the Borrower Petition Date or the Guarantor Petition Date, as the context requires).
Certain Prepetition Debt Facilities and Instruments:	The following financing arrangements are referred to herein collectively as the "**Prepetition Facilities**": (a) **Revolving Loans**: indebtedness currently outstanding under that certain Credit and Guaranty Agreement, dated as of March 30, 2020 (as amended,

[1] Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Restructuring Support Agreement (as defined herein) or the commitment letter to which this DIP Term Sheet is attached (the "**DIP Commitment Letter**"), as the context requires.

waived, supplemented or otherwise modified prior to the Petition Date, the "**Revolving Credit Agreement**"), by and among the Company, the lenders party thereto from time to time, Wilmington Trust, National Association, as collateral agent (the "**Revolving Collateral Agent**"), and Citibank, N.A., as administrative agent (the "**Revolving Administrative Agent**" and, together with the Revolving Collateral Agent, the "**Revolving Agents**"), in the aggregate principal amount of approximately $300.0 million in respect of the "Revolving Loans" (as defined in the Revolving Credit Agreement) thereunder (the "**Revolving Loans**"), plus all accrued and unpaid interest thereon, fees, letter of credit reimbursement obligations and expenses incurred in connection therewith (collectively, the "**Revolving Facility Obligations**").

(b) **Loyalty Notes**: indebtedness currently outstanding under that certain Indenture, dated as of September 17, 2020 (as supplemented by the First Supplemental Indenture, dated as of November 17, 2022 and as further amended, waived, supplemented or otherwise modified prior to the Petition Date, the "**Loyalty Notes Indenture**"), among the Loan Parties and Wilmington Trust, National Association, as trustee and as collateral custodian (in such capacities, the "**Loyalty Notes Trustee**") governing the Loyalty Notes Issuers' 8.00% Senior Secured Notes due 2025 in the aggregate principal amount of $1,110.0 million (the "**Loyalty Notes**") plus all accrued and unpaid interest thereon, fees, premiums and other expenses incurred in connection therewith (collectively, the "**Loyalty Notes Obligations**"). Each beneficial owner of Loyalty Notes as of the Petition Date is hereinafter referred to as a "**Loyalty Notes Holder**". The term "**Required Loyalty Note Holders**" means, as of any time of determination, Loyalty Note Holders holding at least 50.01% of the Loyalty Notes outstanding at such time.

(c) **Convertible Notes**: indebtedness currently outstanding under (x) that certain First Supplemental Indenture, dated as of May 12, 2020 (as amended, waived, supplemented or otherwise modified prior to the Petition Date, the "**2025 Convertible Notes Indenture**"), between the Company and Wilmington Trust, National Association, as trustee (in such capacity, the "**2025 Convertible Notes Trustee**") governing the Company's 4.75% Convertible Senior Notes due 2025 in the aggregate principal amount of $25.1 million (the "**2025 Convertible Notes**") plus all accrued and unpaid interest thereon, fees, premiums and other expenses incurred in connection therewith (collectively, the "**2025 Convertible Notes Obligations**") and (y) that certain Second Supplemental Indenture, dated as of April 30, 2021 (as amended, waived, supplemented or otherwise modified prior to the Petition Date, the "**2026 Convertible Notes Indenture**" and, together with the 2025 Convertible Notes Indenture, the "**Convertible Notes Indentures**"), between the Company and Wilmington Trust, National Association, as trustee (the "**2026 Convertible Notes Trustee**") governing the Company's 1.00% Convertible Senior Notes due 2026 in the aggregate principal amount of $500.0 million (the "**2026 Convertible Notes**" and, together with the 2025 Convertible Notes, the "**Convertible Notes**") plus all accrued and unpaid interest thereon, fees, premiums and other expenses incurred in connection therewith (collectively, the "**2026 Convertible Notes Obligations**" and, together with the 2025 Convertible Notes Obligations, the "**Convertible**

Notes Obligations"). Each beneficial owner of Convertible Notes as of the Petition Date is hereinafter referred to as a "**Prepetition Convertible Noteholder**". The term "**Required Convertible Noteholders**" means, as of any time of determination, Prepetition Convertible Noteholders holding at least 50.01% of the Convertible Notes outstanding at such time.

DIP Creditors: The DIP Facility shall be provided by the DIP Lenders and the DIP Note Purchasers as set forth herein.

The term "**DIP Lenders**" shall mean, collectively, each Loyalty Notes Holder or Affiliate thereof and each Prepetition Convertible Noteholder or Affiliate thereof, in each case, with a DIP Commitment listed in Schedule 1 to the Commitment Letter that elects to fund such DIP Commitment through providing DIP Loans, together with their successors and assigns.

The term "**DIP Note Purchasers**" shall mean, collectively, each Loyalty Notes Holder or Affiliate thereof and each Prepetition Convertible Noteholder or Affiliate thereof who, in each case, with a DIP Commitment listed in Schedule 1 to the Commitment Letter that elects to fund such DIP Commitment through purchasing DIP Notes and is an Eligible Note Purchaser (as defined below), together with their successors and assigns.

The term "**DIP Creditors**" shall mean, collectively, the DIP Lenders and the DIP Note Purchasers, including the Fronting Lender (as defined below) for so long as the Fronting Lender constitutes a DIP Lender.

The term "**Eligible Note Purchaser**" shall mean a person that is either (i) a "qualified institutional buyer," as such term is defined in Rule 144A under the Securities Act, (ii) a non-U.S. person as defined under Regulation S under the Securities Act, or (iii) an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3), (7), (8), (9), (12) or (13) under the Securities Act.

DIP Agent: Wilmington Savings Fund Society, FSB ("**WSFS**") shall act as administrative agent and collateral agent with respect to the DIP Facility (in such capacity, the "**DIP Agent**").

DIP Facility: A senior secured non-amortizing superpriority priming debtor in possession facility in an aggregate principal amount of $300.0 million (the "**DIP Facility**") comprised of (i) new money term loans (collectively, the "**DIP Loans**") and (ii) new money notes (collectively, the "**DIP Notes**"), which DIP Loans shall be made available to the Borrower, and DIP Notes shall be purchased from the Borrower (on a pro rata basis) in one draw or issuance, as applicable, upon satisfaction of the conditions set forth herein and in the Orders, including the entry of the DIP Order (the "**DIP Draw**"); *provided,* that the DIP Loans will be initially provided and funded through Barclays Bank PLC, as fronting lender (the "**Fronting Lender**"), in accordance with the terms of this DIP Term Sheet, the DIP Facility Documentation and the Fronting Fee Letter (as defined below), and subsequently assigned to the Commitment Parties that elect to fund their DIP Commitments through DIP Loans and/or Affiliates or Approved Funds thereof.

Each Commitment Party shall give written notice (which may be in the form of an e-mail from Akin Gump Strauss Hauer & Feld LLP) to the Borrower, the DIP Agent and the Fronting Lender in writing of its election to fund its DIP Commitment in the form of DIP Loans and/or DIP Notes by no later than 5 business days prior to the Closing Date; provided that, if a Commitment Party fails to provide such written notice, then such Commitment Party shall fund its DIP Commitment in the form of DIP Loans.

All DIP Loans and DIP Notes shall become due and payable on, and all unfunded DIP Commitments shall be terminated upon, the occurrence of a DIP Termination Event (as defined herein). Once repaid, DIP Loans shall not be permitted to be reborrowed and DIP Notes shall not be permitted to be reissued.

Orders: "**Adequate Protection Order**" has the meaning assigned to such term in the Restructuring Support Agreement.

"**DIP Order**" has the meaning assigned to such term in the Restructuring Support Agreement.

As used herein, the term "**Orders**" means, collectively, the DIP Order and the Adequate Protection Order.

DIP Termination Event: The "**DIP Termination Event**" with respect to the DIP Facility shall be the earliest to occur of:

(a) the date that is twelve (12) months after the Closing Date (and if such date shall not be a business day, the next succeeding business day);

(b) the substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the "effective date" thereof) of a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court;

(c) the acceleration of the DIP Facility Obligations and the termination of the unfunded DIP Commitments (if any) in accordance with the DIP Facility Documents;

(d) the consummation of a sale of all or substantially all of the assets of the Debtors pursuant to section 363 of the Bankruptcy Code; and

(e) dismissal of the Chapter 11 Cases or conversion of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or appointment of a Chapter 11 trustee or examiner.

Amortization: None.

Purpose: The proceeds of the DIP Loans and DIP Notes shall be used, in each case, subject to the Orders:

(i) for the payment of working capital and other general corporate needs of the Debtors in the ordinary course of business;

(ii) for the payment of the fees, costs, and expenses of administering the Chapter 11 Cases;

(iii) to pay obligations arising from or related to the Carve-Out (as defined in the Adequate Protection Order);

(iv) to pay such other prepetition obligations as set forth in the Approved Budget (subject to Permitted Variances) or otherwise as approved by the Bankruptcy Court;

(v) for the payment of the agency fees and reasonable and documented fees and expenses of the DIP Agent and the DIP Creditors owed under the DIP Facility Documents;

(vi) to make any adequate protection payments pursuant to the terms of the Orders; and

(vii) for other general corporate purposes.

DIP Facility Documents: "**Documentation Principles**" means that the DIP Facility will be documented (i) in a credit and note purchase agreement (the "**DIP Credit and Note Purchase Agreement**") and other customary guarantee, security and other relevant documentation reasonably requested by the Required Loyalty Note Holders or Required Convertible Noteholders and (ii) through the terms of the Orders (collectively, the "**DIP Facility Documents**"), in each case, reflecting the terms and provisions set forth in this DIP Term Sheet.

Interest Rates and Fees: As set forth on Annex A-1 attached hereto and in any applicable fee letters.

Optional Prepayments: None.

Mandatory Prepayments: Mandatory prepayments of the DIP Loans and DIP Notes shall be required (on a pro rata basis) with 100% of the net cash proceeds from (A) the sale or other disposition of DIP Collateral outside the ordinary course of business, excluding any sale or disposition set forth on Annex C hereto (such excluded sales and dispositions, collectively, the "**Specified Dispositions**"); and the repayment of any outstanding indebtedness secured by the property or assets that are subject to such Specified Disposition are referred to herein as the "**Specified Debt Repayments**"); *provided* that, for the avoidance of doubt, net cash proceeds from the disposition of Prepetition RCF Collateral (as defined herein) shall not be required to be used to prepay DIP Loans and/or DIP Notes to the extent (i) Revolving Loans under the Revolving Credit Agreement are outstanding and (ii) such net cash proceeds are required to prepay Revolving Loans under the Revolving Credit Agreement, (B) any casualty events, insurance and condemnation proceeds in respect of any DIP Priority Collateral and (C) any sale or issuance of debt for borrowed money, evidenced by bonds, notes, debentures or capitalized lease obligations (other than Specified Refinancings (as defined herein)) and (D) any extraordinary receipts (it being understood and agreed that any receipts contemplated by the Approved Budget shall not constitute "extraordinary receipts" for purposes hereof) and, in each case of clauses (A), (B)

and (D), resulting in receipt of net cash proceeds by the Loan Parties in excess of $10,000,000. The DIP Credit and Note Purchase Agreement shall contain customary provisions permitting DIP Creditors to decline to accept mandatory prepayments.

Mandatory prepayments of the DIP Loans and DIP Notes shall be applied as follows: (a) to the extent such prepayment is funded with the proceeds of the Prepetition RCF Collateral, such prepayment shall be applied *first*, to prepay Revolving Loans until all such Revolving Loans are repaid in full (or otherwise not required to be repaid pursuant to the Revolving Credit Agreement), and *second*, to prepay DIP Loans and DIP Notes on a pro rata basis until all such DIP Loans and DIP Notes are repaid in full in cash and (b) to the extent such prepayment is funded with the proceeds of the DIP Priority Collateral (as defined herein), such prepayment shall be applied to prepay DIP Loans and DIP Notes on a pro rata basis until all such DIP Loans and DIP Notes are repaid in full in cash.

Security and Priority: The DIP Facility Obligations shall be, subject to (i) the Carve-Out, (ii) the prepetition and postpetition liens of the Revolving Agents on the Prepetition RCF Collateral solely with respect to the Revolving Facility Obligations and (iii) certain liens senior by operation of law, but solely to the extent such permitted liens were valid, properly perfected and non-avoidable as of the Petition Date, or valid, non-avoidable, senior priority liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code (the "**Permitted Liens**"):

(a) pursuant to section 364(c)(1) of the Bankruptcy Code, entitled to joint and several superpriority administrative expense claim status in all of the Chapter 11 Cases (the "**DIP Superpriority Claims**"); and

(b) pursuant to sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code, secured by fully perfected senior security interests and liens on the DIP Collateral (as defined herein) (collectively, the "**DIP Liens**"),

in each case, as described in further detail in the Orders.

The DIP Liens shall be effective and perfected upon entry of the DIP Order without the necessity of the execution, filing or recordation of mortgages, security agreements, pledge agreements, financing statements or other agreements.

"**DIP Collateral**" means (i) the Loan Parties' interest in all assets and properties, whether tangible, intangible, real, personal or mixed, whether now owned by or owing to, or hereafter acquired by, or arising in favor of, the Loan Parties (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Loan Parties, and regardless of where located, in each case to the extent such assets and properties constitute Prepetition RCF Collateral and Prepetition Secured Notes Collateral; and (ii) property of the Loan Parties, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected and non-avoidable liens (or perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b)) (subject only to the Carve-Out), including, without limitation, all unencumbered assets of the Loan Parties, all prepetition property and postpetition property of the Loan Parties' estates, and the proceeds, products, rents and profits

thereof, whether arising from Bankruptcy Code section 552(b) or otherwise, including, without limitation, unencumbered cash (and any investment of such cash) of the Loan Parties (whether maintained with the DIP Agent or otherwise) all equipment, all goods, all accounts, cash, payment intangibles, bank accounts and other deposit or securities accounts of the Loan Parties (including any accounts opened prior to, on or after the Petition Date), insurance policies and proceeds thereof, equity interests, instruments, intercompany claims, accounts receivable, other rights to payment, all general intangibles, all contracts and contract rights, securities, investment property, letters of credit and letter of credit rights, chattel paper, all interest rate hedging agreements, all owned real estate, real property leaseholds, fixtures, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, all commercial tort claims, and all claims and causes of action (including any claim or cause of action arising under Chapter 5 of the Bankruptcy Code or any applicable state law Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law), and any and all proceeds, products, rents and profits of the foregoing, excluding the Excluded Assets. Notwithstanding anything to the contrary herein, to the extent a DIP Lien cannot attach to the DIP Collateral pursuant to applicable law, the DIP Liens granted pursuant to this DIP Order shall attach to the Loan Parties' economic rights, including, without limitation, any and all such proceeds of such DIP Collateral and any Excluded Assets.

"**DIP Priority Collateral**" means all DIP Collateral other than Prepetition RCF Collateral.

"**Excluded Assets**" means property that cannot be subject to liens pursuant to applicable law, rule, contract or regulation (including any requirement to obtain the consent (after the use of commercially reasonable efforts to obtain such consent) of any governmental authority or third party, unless such consent has been obtained) or restrictions of contract (including, without limitation, federal concessions as well as equipment leases and financing arrangements) existing on the closing date or the time of entry of such contract (other than to the extent such restriction is ineffective under the UCC or other applicable law).

"**Prepetition RCF Collateral**" means "Collateral" as defined in the Revolving Credit Agreement.

"**Prepetition Secured Notes Collateral**" means "Collateral" as defined in the Loyalty Notes Indenture.

Intercreditor Arrangements:	To be reasonably satisfactory to the Required DIP Creditors.
Carve-Out and Related Provisions:	As set forth in the Adequate Protection Order.
Limitation on Use of Proceeds of DIP Facility:	As set forth in paragraph 12 of the Adequate Protection Order.

Adequate Protection & Other Protections: As set forth in the Adequate Protection Order.

Termination of Consent to Use Cash Collateral: The consensual use of cash collateral will be terminated upon the expiration of the Remedies Notice Period as described below.

Conditions Precedent to the Extension of Credit: The extension of credit (the "**Closing**"; the date on which the Closing occurs, the "**Closing Date**") under the DIP Facility shall be subject to the following conditions, unless waived by the Required DIP Creditors:

A. DIP Agent's fee letter, in form and substance satisfactory to the DIP Agent in its sole discretion, shall have been executed and delivered by each party thereto.

B. The Borrower shall have issued a customary promissory note to each DIP Note Purchaser and, if requested, to any DIP Lender that so requests a promissory note (it being understood that the DIP Credit and Note Purchase Agreement shall contain a tranche of DIP Notes and a separate tranche of DIP Loans).

C. The DIP Credit and Note Purchase Agreement and all other applicable DIP Facility Documents shall have been executed and delivered by each party thereto.

D. Each of the Loan Parties shall be a debtor and a debtor in possession.

E. The Adequate Protection Order, which shall be in form and substance reasonably satisfactory to DIP Agent and the Required DIP Creditors, shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect.

F. [Reserved].

G. All fees and invoiced costs and expenses (including, without limitation, reasonable, documented and invoiced legal fees and expenses) required to be paid to the Ad Hoc Group of Senior Secured Noteholders Advisors, the Ad Hoc Group of Convertible Noteholders Advisors, the DIP Agent and the DIP Creditors on or before the Closing Date shall have been paid, it being understood and agreed that the DIP Agent shall be entitled to net such fees, costs and expenses and any administrative and/or agency fees from the proceeds of the funded DIP Loans and DIP Notes.

H. The DIP Agent and the DIP Creditors shall have received, prior to the Closing Date, in a form and substance reasonably satisfactory to the Required DIP Creditors, a thirteen (13)-week rolling cash flow budget for the period from the Closing Date through the end of such thirteen (13)-week period (such initial approved budget and subsequent budgets approved by the Required DIP Creditors as described below, the "**Approved Budget**").

I. The DIP Agent and the DIP Creditors shall have received, on or prior to the Closing Date, customary closing deliverables with respect to each Debtor

addressing such customary matters as the DIP Creditors shall reasonably request, including good standing certificates, secretary's certificates with organizational documents, resolutions and incumbency certificates attached and officer's closing certificate, in each case, in form and substance reasonably satisfactory to the Required DIP Creditors.

J. There shall exist no known unstayed action, suit, investigation, litigation, or proceeding with respect to the Borrower and its subsidiaries pending in any court or before any arbitrator or governmental instrumentality (other than the Chapter 11 Cases) that would reasonably be expected to result in a Material Adverse Effect.

"**Material Adverse Effect**" shall mean any circumstance or condition that would individually or in the aggregate, have a material adverse effect on (i) the business, assets, operations, properties or financial condition of the Borrower and its subsidiaries, taken as a whole (other than as a result of events leading up to and customarily resulting from the commencement of the Chapter 11 Cases and the continuation and prosecution thereof), (ii) the ability of the Loan Parties (taken as a whole) to perform their respective payment obligations under the Orders and the other DIP Facility Documents (other than as a result of events leading up to and resulting from the commencement of the Chapter 11 Cases and the continuation and prosecution thereof) or (iii) the rights and remedies of the DIP Creditors or the DIP Agent under the Orders and the other DIP Facility Documents.

K. Since the Petition Date, there shall not have occurred any circumstance or conditions, which individually or in the aggregate, constitutes or is reasonably expected to constitute, a Material Adverse Effect.

L. All necessary and material governmental and third-party consents and approvals necessary in connection with the DIP Facility and the transactions contemplated thereby shall have been obtained on or prior to the Closing Date.

M. The DIP Agent and each DIP Creditor who has requested the same at least seven (7) business days before the Closing Date shall have received, no later than three (3) business days before the Closing Date, all documentation and other information required under applicable "know your customer" and anti-money laundering rules and regulations, including the U.S. Patriot Act.

N. Granting to the DIP Agent, for the benefit of the DIP Agent and the DIP Creditors, valid and perfected liens, satisfactory to the Required DIP Creditors, via entry of the DIP Order, on the security interests in the DIP Collateral of the Loan Parties set forth in the "Security and Priority" section above; the Borrower shall have delivered Uniform Commercial Code financing statements with respect to the Borrower and the other Loan Parties, in suitable form for filing satisfactory to the Required DIP Creditors.

O. The Restructuring Support Agreement, dated as of November 18, 2024, among the Company Parties and Consenting Stakeholders (as each such term is defined therein) (the "**Restructuring Support Agreement**"), shall be in full force and

effect and shall not have been amended or modified without the consents required therein.

P. All "first day orders" entered at the time of commencement of the Chapter 11 Cases and all "second day orders" shall be reasonably satisfactory to the Required DIP Creditors.

Q. The Fronting Fee Letter shall have been duly executed and delivered to each of the parties signatory thereto.

R. All premiums, fronting or seasoning fees, and the reasonable and documented fees, costs, and expenses of Dentons US LLP, as legal counsel for the Fronting Lender, in each case, pursuant to invoices delivered to the Debtors before the Closing Date, and required to be paid to the Fronting Lender in accordance with the Fronting Fee Letter, shall have been paid (or will be paid with the proceeds of the DIP Loans), it being understood and agreed that the Fronting Lender shall be entitled to net such fees, costs and expenses from the proceeds of the funded DIP Loans.

S. No default or Event of Default shall exist or would result from such proposed funding or from the application of the proceeds therefrom.

T. Representations and warranties of the Loan Parties in the DIP Facility Documents shall be true and correct in all material respects (or in the case of representations and warranties with a "materiality" qualifier, true and correct in all respects (after giving effect to any qualification therein)) on and as of the date of such funding or issuance, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date.

U. The DIP Draw shall not violate any requirement of law, the violation of which constitutes or is reasonably expected to constitute a Material Adverse Effect, after giving effect to the Orders, and any other order of the Bankruptcy Court, and shall not be enjoined, temporarily, preliminarily or permanently.

V. The DIP Draw shall not result in the aggregate outstanding amount under the DIP Facility exceeding the amount authorized by the DIP Order.

W. The DIP Order, which shall be in form and substance reasonably satisfactory to DIP Agent and the Required DIP Creditors, shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect.

X. [Reserved].

Y. None of the Chapter 11 Cases shall have been dismissed or converted to a chapter 7 case.

Z. No trustee under chapter 7 or chapter 11 of the Bankruptcy Code or examiner with enlarged powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed in any of the Chapter 11 Cases.

AA. The DIP Agent shall have received, a borrowing notice five (5) business days prior to funding in the form set forth in the DIP Facility Documents.

BB. Satisfaction by the Debtors of all DIP Milestones (as defined herein) that were required under the DIP Facility Documents to have been satisfied as of the date of each borrowing.

CC. All material "first day" orders shall have been entered on a final basis and shall be reasonably satisfactory to the Required DIP Creditors.

Representations and Warranties: The DIP Facility Documents shall contain the following representations and warranties covering valid existence, compliance with law (including Official of Foreign Asset Control ("**OFAC**"), Foreign Corrupt Practices Act, etc.), requisite power, due authorization, approvals, no conflict with organizational documents, material agreements (to the extent enforceable postpetition) or applicable law, enforceability of the DIP Facility Documents, no default or an event of default under DIP Facility Documents after taking into account the funding under the DIP Facility, ownership of subsidiaries and property, material accuracy of financial statements and all other information and disclosure provided, absence of material adverse change, absence of material litigation, taxes, margin regulations, no burdensome restrictions, inapplicability of Investment Company Act, employee benefit plans and the Employee Retirement Income Security Act ("**ERISA**"), use of proceeds, insurance, labor matters, environmental matters, sanctioned persons, anti-corruption laws, Patriot Act, perfection and security interests, intellectual property and licenses, air carrier status, FAA slot utilization, deposit accounts, ownership of properties and liens, the Orders, the DIP liens, anti-financial crimes and the superpriority administrative expense claims.

Affirmative Covenants: The Loan Parties shall comply with the Orders.

The DIP Credit and Note Purchase Agreement will contain the following affirmative covenants, subject to ordinary course exceptions and other baskets, exceptions and thresholds to be mutually agreed:

A. Payment of taxes (other than taxes that are excused or stayed by an order of the Bankruptcy Court or as a result of the filing of the Chapter 11 Cases).

B. Preservation of existence.

C. Maintenance of properties.

D. Maintenance of insurance (including flood insurance solely to the extent that any real property secures the DIP Facility).

E. Compliance with laws (including ERISA and environmental laws), sanctions, anti-bribery, OFAC, PATRIOT Act, money-laundering and other anti-terrorism laws, etc.

F. Conduct of business.

G. Maintenance of and access to books and records and inspection rights.

H. Provision of additional collateral, guarantees and mortgages.

I. Delivery of certain reports and information.

J. Use of proceeds.

K. DIP Milestones.

L. Certain customary bankruptcy matters, including provision of material draft motions and pleadings (subject to customary limitations and exceptions) and Bankruptcy Court orders, motions and other filings being reasonably acceptable to the Required DIP Creditors.

M. Limitations on changes to fiscal year.

N. Delivery of notices of defaults under the DIP Facility and certain other events that would reasonably be expected to result in a Material Adverse Effect.

O. Upon request (but not more than once per week), commercial update calls with the advisors to the DIP Creditors or their representatives at a reasonable and mutually agreed time.

P. Regulatory cooperation; regulatory matters; citizenship; and utilization.

Q. Compliance with the cash management order reasonably acceptable to the Required DIP Creditors.

R. Further assurances and post-closing covenant (including post-closing obligations to obtain insurance endorsements naming the DIP Agent, on behalf of the DIP Creditors, as an additional insured and loss payee, as applicable, under all property and casualty insurance policies to be maintained with respect to the properties of the Loan Parties and their respective subsidiaries forming part of the DIP Collateral within twenty (20) business days after the Closing Date (or such later time as the Required DIP Creditors may agree)).

DIP Milestones: The Debtors shall comply with all milestones set forth in the Restructuring Support Agreement, as extended pursuant to the terms thereof (the "**DIP Milestones**"), unless waived by the Required DIP Creditors, it being understood and agree that such DIP Milestones shall be included in the DIP Credit and Note Purchase Agreement.

Negative Covenants: The DIP Credit and Note Purchase Agreement will contain the following negative covenants, subject to ordinary course exceptions and other baskets, exceptions and thresholds to be mutually agreed:

A. Limitations on liens (which shall include, for the avoidance of doubt, an exception permitting the liens securing any Specified Refinancing).

B. Limitations on loans and investments.

C. Limitations on debt and guarantees (which shall include, for the avoidance of doubt, an exception permitting any Specified Refinancing).

D. Limitations on fundamental changes.

E. Limitations on asset sales and dispositions (including sale-leasebacks and disposition of equity), other than any Specified Disposition; *provided* that any asset sale or disposition of DIP Collateral (other than any Specified Disposition) not in the ordinary course of business shall require the consent of the Required DIP Creditors.

F. Limitations on restricted payments, including dividends, redemptions and repurchases with respect to capital stock.

G. Limitations on material changes in business.

H. Limitations on transactions with affiliates.

I. Limitations on restrictions on distributions from subsidiaries, intercompany loans (and repayments), asset transfers or investments and granting of negative pledges.

J. Limitations on use of proceeds.

K. Limitations on accounting changes.

L. Limitations on cancellation of debt and prepayments, repayments, redemptions and repurchases of debt (other than any Specified Debt Repayment).

M. Limitation on change in business, structure, accounting, name and jurisdiction of organization or other fundamental changes.

N. Limitations on the formation and maintenance of subsidiaries.

O. Limitations on amendment of constituent documents, and on the termination or modification of, or entry into, material contracts, leases or other arrangements, in each case, in a manner that is materially adverse to the interests of the DIP Creditors (in their capacity as such).

P. Limitation on incurrence or existence of any claims entitled to a superpriority under section 364(c)(1) of the Bankruptcy Code other than those arising under the DIP Facility and the replacement liens and superpriority claims provided as adequate protection as set forth in the Orders, as applicable.

Q. Limitation on contracts and lease rejections or assumptions in each case, in a manner that is materially adverse to the interests of the DIP Creditors (in their capacities as such), in each case, without prior written consent of the Required DIP Creditors.

For the avoidance of doubt and notwithstanding anything to the contrary herein, the negative covenants applicable to the DIP Facility shall not contain exceptions based on an "available amount" or like concept or "unrestricted subsidiary" or like concept.

Financial Covenants:

The DIP Facility will contain the following financial covenants:

Variance Covenant. As of the last date of each Test Period, commencing with the fourth full week after the Petition Date, (1) the unfavorable variance (as compared to the Approved Budget) of the cumulative operating cash receipts of the Debtors (other than (a) all cash receipts from the proceeds of any Specified Disposition and (b) all cash receipts from the proceeds of any refinancing of any debt set forth in Annex B hereto (such refinancings, collectively, the "**Specified Refinancings**") shall not exceed 20% and (2) the unfavorable variance (as compared to the Approved Budget) of the cumulative operating disbursements (other than (i) all professional fees, including professional fees and expenses incurred by the Debtors, the DIP Agent, the advisors to the Ad Hoc Secured Notes Group, the advisors to the Ad Hoc Convertible Noteholders Group, the Revolving Agents, the U.S. Trustee and any statutory committee that are owed and payable by the Debtors and (ii) all disbursements in respect of any Specified Debt Repayment and any Specified Refinancing) shall not exceed 20%, in each case, based on a rolling four-week period (collectively, the "**Permitted Variances**"). "**Test Period**" shall mean (i) initially, the period ending on the last day of the fourth full calendar week after the Petition Date and (ii) thereafter, each four week period ending on the last day of each subsequent week thereafter.

Minimum Liquidity Covenant. As of the last day of any week following the Closing Date, minimum free cash on hand (including, for the avoidance of doubt, the proceeds of the DIP Facility) of the Debtors ("**Liquidity**") to be no less than $550.0 million.

Budget and Reporting Requirements:

The Company shall provide: (i) on or prior to the Thursday of each week, Approved Budget variance reports on a line-item basis and Liquidity reports, in each case, for the preceding rolling four calendar weeks (provided that, (x) the first such variance report shall only include a comparison for the preceding calendar week, (y) the second such variance report shall only include a comparison for the preceding two calendar weeks and (z) the third such variance report shall only include a comparison for the preceding three calendar weeks) and a computation of Liquidity as of the preceding calendar week-end; (ii) on or prior to Thursday of every fourth week, an updated forecast on a rolling 13-week basis, in form and substance reasonably satisfactory to the Required DIP Creditors in their sole discretion, which shall become the then Approved Budget upon approval by Required DIP Creditors in their sole discretion (and to the extent any updated budget is not approved by the Required DIP Creditors, the Approved Budget that is then in effect shall continue to constitute the Approved Budget for purposes of the DIP Facility); and (iii) on or prior to Thursday of the first full week of each month, monthly flash P&L for the most recently completed available month with commentary on variance to Project Bravo business plan, key updates on routes added or subtracted and key performance indicators, including ASMs, RPMs, load factor, TRASM/CASM/CASM Ex-Fuel, block hours, average daily utilization/block hours, average cost per fuel gallon, average aircraft (total), average aircraft (ATS), average AOGs, flight hours, departures, passenger flight

segments, fare revenue per passenger flight segment, non-ticket revenue per passenger flight segment, average stage length, fuel gallons consumed, and commentary on trends and key drivers in respect of fare and non-fare metrics and opex break-outs, the first delivery of which shall be required on the first such Thursday after the Closing Date.

Events of Default:

The DIP Facility Documents will contain the following events of default (each, an "**Event of Default**"):

A. failure to pay principal, interest or any other amount when due, subject in the case of payment of interest or any other amount (but not principal), to a three (3) business day grace period;

B. representations and warranties incorrect in any material respect when made or deemed made;

C. failure to comply with affirmative covenants (subject to a ten (10) business day grace period for failure to comply with affirmative covenants (other than the affirmative covenants listed in clauses (B), (J), (K), (N) (solely to the extent a responsible officer of the Borrower had actual knowledge of the applicable default or other event and its obligation to deliver such notice pursuant to such clause (N)) and (Q) above)), negative covenants and/or financial covenants (subject to a two (2) business day grace period with respect to any failure to deliver any variance report as and when required);

D. cross default to other indebtedness in excess of $50.0 million (other than any indebtedness the payment of which is stayed as a result of the filing of the Chapter 11 Cases);

E. failure to comply with DIP Milestones;

F. unstayed judgments or postpetition judgments arising from postpetition obligations in excess of $50.0 million after applying proceeds from any applicable insurance policies;

G. commencement of ancillary insolvency proceedings in applicable foreign jurisdictions with respect to any Debtor and the entry of applicable recognition, administrative and substantive orders by the applicable court, in each case without prior consent of the Required DIP Creditors;

H. the occurrence of ERISA events (or foreign equivalent), environmental event or other similar reportable events that are not stayed and that result in a claim in excess of $50.0 million;

I. actual or asserted (by any Loan Party or any affiliate thereof) invalidity or impairment of any material DIP Facility Document (including the failure of any lien to remain perfected liens pursuant to the DIP Order);

J. change of control;

K. (i) the entry of an order dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(ii) the entry of an order appointing a chapter 11 trustee or a responsible officer having expanded powers, or similar person, in any of the Chapter 11 Cases;

(iii) the entry of an order staying, reversing, vacating or otherwise modifying any of the Orders, in each case, in a manner adverse in any respect to the DIP Agent or any DIP Creditor;

(iv) the entry of an order in any of the Chapter 11 Cases appointing an examiner having expanded powers (beyond those set forth under sections 1106(a)(3) and (4) of the Bankruptcy Code);

(v) the entry of an order in any of the Chapter 11 Cases confirming a plan that is inconsistent with the Restructuring Support Agreement;

(vi) the entry of an order in any of the Chapter 11 Cases granting adequate protection to any other person other than as set forth in the Orders;

(vii) the entry of an order in any of the Chapter 11 Cases denying or terminating use of cash collateral by the Loan Parties or imposing any additional conditions thereon;

(viii) the entry of a final, non-appealable order in any of the Chapter 11 Cases charging any of the DIP Collateral under section 506(c) of the Bankruptcy Code against the DIP Agent, any DIP Creditor or the Loyalty Notes Holders;

(ix) other than the Orders, the entry of an order in any of the Chapter 11 Cases seeking authority to use cash collateral or to obtain financing under section 364 of the Bankruptcy Code;

(x) the entry of a final, non-appealable order in any of the Chapter 11 Cases granting relief from any stay of proceeding (including, without limitation, the automatic stay) so as to allow a third party to (i) proceed against any assets of the Loan Parties in excess of $50.0 million in the aggregate or (ii) pursue other actions that would have a Material Adverse Effect on the Debtors or their estates;

(xi) the filing of any pleading by any Loan Party seeking, or otherwise consenting to, any of the matters set forth in clauses (i) through (x) above;

(xii) the Loan Parties or any of their subsidiaries, or any person claiming by or through the Loan Parties or any of their subsidiaries, shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against the DIP Agent, any of the DIP Creditors or any Loyalty Notes Holders and their respective rights, remedies and claims under or related to the DIP Facility or the Orders in any of the Chapter 11 Cases or inconsistent with the DIP Facility Documents and the Orders, including with respect to the Debtors' stipulations, admissions, agreements and releases contained in the applicable Orders;

(xiii) filing of a chapter 11 plan or disclosure statement that is not reasonably acceptable to the Required DIP Creditors in their sole discretion;

(xiv) entry of an order or filing of any document by any of the Debtors in any of the Chapter 11 Cases granting or seeking to grant, other than in respect of the DIP Facility and the Carve-Out or as otherwise permitted under the applicable DIP Facility Documents or the Orders, any superpriority administrative expense claim status in the Chapter 11 Cases pursuant to section 364(c)(1) of the Bankruptcy Code *pari passu* with or senior to the claims of the DIP Agent and the DIP Creditors under the DIP Facility or secured by liens *pari passu* with or senior to the liens securing the Loyalty Notes Obligations or the adequate protection liens granted to the Loyalty Notes Holders;

(xv) any of the Loan Parties or any of their subsidiaries shall seek, support (including by filing a pleading in support thereof) or fail to contest in good faith any of the matters set forth in clauses (i) through (xiv) above;

(xvi) the termination of the Restructuring Support Agreement; or

(xvii) additional customary events of default relating to the Chapter 11 Cases;

L. The making of any payments in respect of prepetition obligations other than (i) as permitted by the Orders, (ii) as permitted by any "first day" orders reasonably satisfactory to the Required DIP Creditors, (iii) as set forth under the Approved Budget (subject to Permitted Variances) or (iv) approved by the Required DIP Creditors in their sole discretion;

M. The Loan Parties or any of their subsidiaries shall fail to comply with the terms of any of the Orders;

N. The Loan Parties or any of their subsidiaries, or any person claiming by or through the Loan Parties or any of their subsidiaries shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against the agents under the Prepetition Facilities or any of the lenders or creditors under the Prepetition Facilities relating to the Prepetition Facilities, in their capacities as such;

O. Without the consent of the Required DIP Creditors, any Debtor shall file (or fail to oppose) any motion seeking an order authorizing the sale of all or substantially all of the assets of the Loan Parties;

P. [Reserved];

Q. the Bankruptcy Court shall enter an order denying, terminating or modifying (i) the Debtors' exclusive plan filing and plan solicitation periods under section 1121 of the Bankruptcy Code or (ii) the exclusive right of any Debtor to file a chapter 11 plan pursuant to section 1121 of the Bankruptcy Code, unless such order was entered as a result of a request by, or received support from the Required DIP Creditors; or

R. without the consent of the Required DIP Creditors, the Bankruptcy Court enters an order approving a sale transaction.

Upon the occurrence and during the continuation of a DIP Termination Event, without further application, notice, hearing or order of the Bankruptcy Court, the automatic stay under section 362 of the Bankruptcy Code shall automatically be deemed vacated and modified to the extent necessary to permit the DIP Agent (acting at the direction of the Required DIP Creditors under the DIP Facility Documents) to deliver a written notice (which may be via electronic mail) to counsel for the Debtors, the U.S. Trustee and counsel for the Creditors' Committee to declare the occurrence of a DIP Termination Event (such date, the "**DIP Termination Declaration Date**") and (i) terminate, reduce or restrict the DIP Commitments (to the extent any such commitment remains), (ii) accelerate and declare all DIP Facility Obligations to be immediately due and payable, (iii) terminate the DIP Facility and the DIP Facility Documents as to any further liability or obligation thereunder, but without affecting the DIP Liens, the DIP superpriority claims or the DIP Facility Obligations, (iv) terminate, restrict or revoke the ability of the Debtors to use Cash Collateral, (v) charge interest at the default rate set forth in the DIP Facility Documents, and/or (vi) upon at least 5 business days' notice from and after the DIP Termination Declaration Date (the "**Remedies Notice Period**"), exercise or enforce any rights and remedies against the DIP Collateral as set forth in the DIP Facility Documents or under applicable law (subject to any applicable intercreditor provisions set forth in the DIP Order and the relative rights and priorities set forth in the DIP Order); *provided*, *however*, that the Debtors and the Creditor's Committee (if appointed) may, during such period, be entitled to seek emergency relief before the Bankruptcy Court, subject to the Bankruptcy Court's availability ("**Emergency Motion**") (in which case, the Remedies Notice Period shall automatically extend until the Bankruptcy Court's adjudication of such Emergency Motion). Unless the Bankruptcy Court orders otherwise, upon the expiration of the Remedies Notice Period the automatic stay shall automatically be deemed terminated, without further notice, hearing or order of the Bankruptcy Court, and the DIP Agent (acting at the instruction of the Required DIP Creditors under the DIP Facility Documents) shall be permitted to exercise all remedies set forth in the DIP Order and in the DIP Facility Documents or applicable law, and the Debtors' right to use any Cash Collateral that constitutes Pre-Petition Secured Notes Collateral shall immediately cease.

Right to Credit Bid: Subject to the terms of the DIP Order, to the extent provided in section 363(k) of the Bankruptcy Code and applicable law, the DIP Agent, or any assignee or designee of the DIP Agent, acting at the direction of the Required DIP Creditors and on behalf of the DIP Creditors, shall have the right to credit bid up to the full amount of the DIP Facility Obligations in the sale of any of the Debtors' assets, including pursuant to (i) Bankruptcy Code section 363, (ii) a plan of reorganization or a plan of liquidation under Bankruptcy Code section 1129 or (iii) a sale or disposition by a chapter 7 trustee for any Debtor under Bankruptcy Code section 725. The DIP Agent and the DIP Creditors shall have the absolute right to assign, sell or otherwise dispose of their respective rights to credit bid in connection with any credit bid by or on behalf of the DIP Agent and/or the DIP Creditors to any acquisition entity or joint venture formed in connection with such bid.

Expenses and Indemnification:

The Borrower and each Guarantor shall jointly and severally pay or reimburse the reasonable and documented fees and out-of-pocket costs and expenses incurred by (i) the DIP Agent (including the fees and out-of-pocket costs and expenses of Schulte Roth & Zabel LLP), (ii) the Fronting Lender (including the fees and out-of-pocket costs and expenses of Dentons US LLP), (iii) the Ad Hoc Group of Senior Secured Noteholders (including the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Senior Secured Noteholder Advisors) and (iv) the Ad Hoc Group of Convertible Noteholders (but limited to the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Convertible Noteholders Advisors incurred through the date of the termination of the Restructuring Support Agreement as to the Consenting Convertible Noteholders; *provided* that this parenthetical will not apply to Consenting Convertible Noteholders in their capacity as DIP Creditors), in each case, in connection with (i) the Chapter 11 Cases generally, (ii) the preparation, negotiation and execution of the DIP Facility Documents, (iii) the funding of the DIP Facility, (iv) the creation, perfection or protection of the liens under the DIP Facility Documents (including all search, filing and recording fees) and (v) the on-going administration of the DIP Facility Documents (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto).

The Borrower and each Guarantor shall jointly and severally pay or reimburse the reasonable and documented fees and out-of-pocket costs and expenses incurred by (i) the DIP Agent (including the fees and out-of-pocket costs and expenses of Schulte Roth & Zabel LLP), (ii) the Ad Hoc Group of Senior Secured Noteholders (including the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Senior Secured Noteholder Advisors) and (iii) the Ad Hoc Group of Convertible Noteholders (but limited to the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Convertible Noteholders Advisors incurred through the date of the termination of the Restructuring Support Agreement as to the Consenting Convertible Noteholders; *provided* that this parenthetical will not apply to Consenting Convertible Noteholders in their capacity as DIP Creditors), in each case, incurred in connection with (i) the enforcement of the DIP Facility Documents, (ii) any refinancing or restructuring of the DIP Facility in the nature of a "work-out" and/or (iii) any legal proceeding relating to or arising out of the DIP Facility or the other transactions contemplated by the DIP Facility Documents.

The DIP Facility Documents will contain customary indemnification provisions by the Borrower and each Guarantor (jointly and severally) in favor of (i) the DIP Agent (including the fees and out-of-pocket costs and expenses of Schulte Roth & Zabel LLP), (ii) the Ad Hoc Group of Senior Secured Noteholders (including the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Senior Secured Noteholder Advisors) and (iii) the Ad Hoc Group of Convertible Noteholders (including the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Convertible Noteholders Advisors) and each of their respective affiliates, successors and assigns and the respective partners, officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing and attorneys and representatives of each of the foregoing (each, an "**Indemnified Person**") (but, in the case of an Indemnified Person that is a member of the Ad Hoc Group of Convertible Noteholders and affiliates, successors and assigns and the respective partners, officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing and attorneys and representatives thereof, limited to the fees

and out-of-pocket costs and expenses of such Indemnified Person incurred through the date of the termination of the Restructuring Support Agreement as to the Consenting Convertible Noteholders; *provided* that this parenthetical will not apply to Consenting Convertible Noteholders in their capacity as DIP Creditors); *provided* that no Indemnified Person will be indemnified for any losses, claims, damages, liabilities, or related expenses to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence or willful misconduct of such Indemnified Person.

The payment of all professional fees and expenses shall be made without the necessity of filing fee applications with the Bankruptcy Court or compliance with the U.S. Trustee's guidelines and shall not be subject to further application to or approval of the Bankruptcy Court; provided, however, each such professional shall provide summary copies of its invoices (which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of their invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine) to counsel to the Debtors, the U.S. Trustee, and counsel to the Creditors' Committee (collectively, the "**Review Parties**"). Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the affected professional within ten (10) calendar days after delivery of such invoices to the Review Parties (such ten (10) day calendar period, the "**Review Period**"). If no written objection is received prior to the expiration of the Review Period from the Review Parties, the Debtors shall promptly pay such invoices following the expiration of the Review Period. If an objection is received within the Review Period from the Review Parties, the Debtors shall promptly pay the undisputed amount of the invoice, and the disputed portion of such invoice shall not be paid until such dispute is resolved by agreement between the affected professional and the objecting party or by order of this Court.

The Borrower and each Guarantor agree jointly and severally to pay or reimburse the Fronting Lender for all reasonable and documented out-of-pocket costs and expenses incurred by the Fronting Lender (including the fees and out-of-pocket costs and expenses of Dentons US LLP) as set forth in a letter agreement between the Borrower and the Fronting Lender (the "**Fronting Fee Letter**").

Assignments and Participations: The DIP Lenders and DIP Note Purchasers may assign all or any part of the DIP Loans and DIP Notes, as applicable, or the DIP Commitments from time to time with the consent of the Borrower, which consent shall not be unreasonably withheld, conditioned or delayed; *provided* that no consent of the Borrower shall be required (i) during the continuance of an Event of Default, (ii) for any assignment to a DIP Lender or DIP Note Purchaser, an Affiliate of a DIP Lender or DIP Note Purchaser, an Approved Fund or any other person that has become a party to the Restructuring Support Agreement pursuant to the terms thereof or (iii) for any assignment by the Fronting Lender of DIP Loans to any Commitment Party that elected to fund its DIP Commitment through providing DIP Loans or any Affiliate or Approved Fund thereof (the "**Initial Syndication**"). The parties to each assignment (including any assignment by the Fronting Lender of DIP Loans and/or DIP Notes) shall execute and deliver to the DIP Agent an assignment agreement in the form attached hereto as Exhibit B (an "**Assignment Agreement**"). Any Assignment Agreement by the

Fronting Lender of DIP Loans and/or DIP Notes shall be accepted and recorded by the DIP Agent in accordance with the terms of the DIP Facility Documents. Subject to receipt and recording thereof by the DIP Agent, from and after the date specified in the applicable Assignment Agreement, the assignee thereunder shall be a party to the DIP Credit and Note Purchase Agreement and, to the extent of the interest assigned by such Assignment Agreement, have the rights and obligations of a DIP Lender or DIP Note Purchaser, as appliable, thereunder, and the assigning DIP Lender or DIP Note Purchaser, as applicable, thereunder shall, to the extent of the interest assigned under such Assignment Agreement, be released from its obligations thereunder. The DIP Agent shall receive a processing and recordation fee of $3,500 in connection with each assignment (it being understood that such fee shall only be required to be paid once with respect to a block of trades by any DIP Creditor and/or Affiliate or Approved Fund thereof), except with respect to any assignment to a DIP Lender or DIP Note Purchaser, an Affiliate of a DIP Lender or DIP Note Purchaser, an Approved Fund or any other person that has become a party to the Restructuring Support Agreement pursuant to the terms thereof, or in connection with any assignment by the Fronting Lender of DIP Loans. The minimum assignment amount shall be $250,000 (or if less than $250,000, the total amount held by such assigning DIP Lender or DIP Note Purchaser), provided that no minimum assignment amount shall be required in respect of any assignment by the Fronting Lender of DIP Loans or DIP Notes. As used herein, the term "**Approved Fund**" means, with respect to any DIP Lender or DIP Note Purchaser, any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans or notes and similar extensions of credit in the ordinary course of its activities that is administered, advised or managed by (a) such DIP Lender or such DIP Note Purchaser, (b) an Affiliate of such DIP Lender or such DIP Note Purchaser or (c) an entity or an Affiliate of an entity that administers, advises or manages such DIP Lender or such DIP Note Purchaser.

No assignment of DIP Loans, DIP Notes or DIP Commitments shall be permitted unless the applicable assignee executes and agrees to be bound by the Restructuring Support Agreement and the transactions contemplated therein. For the avoidance of doubt, the Fronting Lender shall not be required to execute or agree to be bound by the Restructuring Support Agreement and the transactions contemplated therein.

Amendments: Amendments, consents, waivers, supplements or other modifications to DIP Facility Documents shall require the prior written consent of DIP Creditors holding greater than 50.01% of outstanding DIP Loans and DIP Notes and unfunded DIP Commitments in effect at such time (the "**Required DIP Creditors**").

Notwithstanding the foregoing: (a) any amendment, consent, waiver, supplement or modification to any DIP Facility Document that (i) increases the DIP Commitments of any DIP Lender or DIP Note Purchaser, (ii) decreases the amount of or postpones the payment of any scheduled principal, interest or fees payable to any DIP Creditor, (iii) altering the pro rata nature of disbursements by or payments to DIP Creditors or the application of mandatory prepayments in this DIP Term Sheet, (iv) amends or modifies the definition of "Required DIP Creditors" or any provision of this section "Amendments", (v) releases all or substantially all of the value of the guarantees by the Guarantors, or (vi) releases the security interest in all or substantially all of the DIP Collateral other than in connection with a disposition approved by an order of the Bankruptcy Court with the prior written consent of the Required DIP Creditors,

	in each case, shall require the written consent of each DIP Creditor directly and adversely affected thereby and (b) no amendment, consent, waiver, supplement or other modification shall amend, modify or otherwise affect the rights or obligations of, or any provision for the benefit of, or duties of the DIP Agent without the prior written consent of the DIP Agent. In addition, the (x) subordination of the DIP Liens to liens securing any other debt and/or (y) subordination of any DIP Facility Obligations in right of payment to the payment of any other debt, in each case, shall require the consent of each DIP Creditor directly and adversely affected thereby; provided that, notwithstanding the foregoing, the DIP Liens may be subordinated to liens securing such other debt and/or the DIP Facility Obligations may be subordinated in right of payment to such other debt, in each case, solely to the extent that such debt is provided by one or more existing DIP Creditors and each other DIP Creditor is offered a bona fide right to provide its pro rata share of such other debt on not less than five (5) Business Days' notice.
Miscellaneous:	The DIP Facility Documents will include the following (in each case consistent with the Documentation Principles and customary for debtor in possession financings of this type) (i) standard yield protection provisions (including, without limitation, provisions relating to compliance with risk-based capital guidelines, increased costs (including the Dodd-Frank Act and Basel III related gross-ups notwithstanding the date of enactment of the applicable law or regulation thereunder, subject to prompt notice requirements) and payments free and clear of withholding taxes (subject to customary qualifications)), (ii) waivers of consequential damages and jury trial and (iii) customary agency, set-off and sharing language.
Governing Law and Submission to Exclusive Jurisdiction:	State of New York (and, to the extent applicable, the Bankruptcy Code and Bankruptcy Court), without giving effect to any conflicts of laws provision that would dictate the application of another jurisdiction's laws. The Debtors submit to the exclusive jurisdiction of the Bankruptcy Court and waive any right to trial by jury.
DIP Order Governs:	Notwithstanding anything to the contrary in any DIP Facility Documents, the provisions of the DIP Facility Documents shall be subject to the terms of the DIP Order. In the event of a conflict between the terms of the DIP Order and the DIP Facility Documents, the terms of the DIP Order shall govern and control.

ANNEX A-1

Senior Secured Debtor in Possession Facility

Interest Rates and Fees

Interest Rates:	At the option of the Borrower, DIP Loans and DIP Notes will bear interest at a rate per annum equal to (a) Term SOFR plus 7.00% per annum or (b) Alternate Base Rate plus 6.00% per annum. Interest shall be payable in cash. Interest shall be calculated on the basis of the actual number of days elapsed in a 360-day year. Interest shall be payable in arrears on the last Business Day of each month, regardless of whether interest accrues based on Term SOFR or the Alternate Base Rate.
Put Option Premium:	3.00% of the DIP Commitments, payable in-kind on the Closing Date (the "**Put Option Premium**").
Default Rate:	2.00% per annum at all times automatically following the occurrence and during the continuation of a payment Event of Default under the DIP Facility.
Definitions:	Each capitalized term used in this Annex A-1 that is not defined in this Annex A-1 has the meaning assigned to such term in Annex A-2, unless such term is otherwise defined in this DIP Term Sheet.

ANNEX A-2

Senior Secured Debtor in Possession Facility

Certain Definitions

"**Alternate Base Rate**" shall mean, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the sum of the Federal Funds Effective Rate in effect on such day plus ½ of 1% and (c) the sum of the Term SOFR for a one-month tenor in effect on such day plus 1%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Term SOFR, respectively.

"**Business Day**" shall mean any day other than a Saturday, Sunday or other day on which commercial banks in New York City, or Wilmington, Delaware are required or authorized to remain closed; *provided*, *however*, that when used in connection with the borrowing or repayment of DIP Loans and/or DIP Notes that bear interest at a rate based on Term SOFR, the term "Business Day" shall mean any U.S. Government Securities Business Day.

"**Federal Funds Effective Rate**" shall mean, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the DIP Agent from three Federal funds brokers of recognized standing selected by it; *provided* that, if the Federal Funds Effective Rate shall be less than the Floor, such rate shall be deemed to be the Floor.

"**Floor**" shall mean 0.0% per annum.

"**Interest Period**" shall mean, as to any borrowing of DIP Loans and/or issuance of DIP Notes that bear interest at a rate based on Term SOFR, the period commencing on the date of such borrowing or issuance (including as a result of a conversion of DIP Loans and/or DIP Notes that bear interest at a rate based on the Alternate Base Rate to a rate based on Term SOFR) or on the last day of the preceding Interest Period applicable to such borrowing or issuance and ending on (but excluding) the numerically corresponding day (or if there is no corresponding day, the last day) in the calendar month that is one month thereafter; *provided* that if any Interest Period would end on a day which shall not be a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day.

"**Prime Rate**" shall mean the rate of interest last quoted by *The Wall Street Journal* as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by Administrative Agent) or any similar release by the Federal Reserve Board (as determined by Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

"**SOFR**" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"**Term SOFR**" means:

(a) for any calculation with respect to DIP Loans and DIP Notes that bear interest a rate based on Term SOFR, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "**Periodic Term SOFR Determination Day**") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; *provided*, *however*, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date (to be defined in the DIP Credit and Notes Purchase Agreement) with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to DIP Loans and DIP Notes that bear interest a rate based on the Alternate Base Rate, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "**ABR Term SOFR Determination Day**") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; *provided*, *however*, that if as of 5:00 p.m. (New York City time) on any ABR Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such ABR SOFR Determination Day;

provided that if Term SOFR as so determined shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the DIP Creditors in their reasonable discretion).

"**Term SOFR Reference Rate**" means the forward-looking term rate based on SOFR.

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

ANNEX B

Senior Secured Debtor in Possession Facility

Specified Refinancings

The repayment or other replacement of the Company's 2015-1 EETC Class B debt and 2017-1 EETC Class B debt and issuance of refinancing or replacement EETC debt secured by the same underlying aircraft as such 2015-1 EETC Class B debt and 2017-1 EETC Class B debt.

ANNEX C

Senior Secured Debtor in Possession Facility

Specified Dispositions and Specified Debt Repayments

Aircraft Dispositions and Related Estimated Debt Repayment:

	TYPE	BUILD YEAR	TAIL	ESTIMATED DEBT AT SALE DATE
1	A320	2014	632	$ 7.6
2	A320	2018	694	$ 19.3
3	A320	2015	638	$ 8.3
4	A321	2015	657	$ 10.3
5	A321	2015	658	$ 10.3
6	A320	2017	650	$ 15.5
7	A320	2019	696	$ 20.0
8	A320	2017	647	$ 17.6
9	A321	2017	681	$ 22.3
10	A320	2019	695	$ 19.3
11	A321	2017	674	$ 19.6
12	A320	2015	639	$ 10.6
13	A321	2017	675	$ 17.4
14	A320	2017	649	$ 14.8
15	A320	2015	640	$ 10.6
16	A321	2017	678	$ 17.5
17	A320	2018	693	$ 18.6
18	A320	2018	692	$ 20.3
19	A321	2017	682	$ 22.3
20	A320	2018	691	$ 21.6
21	A321	2017	673	$ 17.1
22	A320	2015	642	$ 10.5
23	A320	2015	641	$ 9.8

Annex A

Defined Terms

(i) "**Ad Hoc Group of Senior Secured Noteholder Advisors**" means (1) Akin Gump Strauss Hauer & Feld LLP, as counsel, (2) Evercore Inc., as financial advisor, (3) Watson Farley and Williams LLP as aviation counsel and (4) Appleby (Cayman) Ltd. as Cayman Islands local counsel as advisors to the Ad Hoc Group of Senior Secured Noteholders.

(ii) "**Ad Hoc Group of Senior Secured Noteholders**" means that certain ad hoc group of Prepetition Secured Noteholders.

(iii) "**Additional Carve Out Obligations**" has the meaning set forth in paragraph 10(d) of the introductory paragraph of this Interim Order.

(iv) "**Adequate Protection Claims**" means the RCF Adequate Protection Claims together with the Secured Notes Adequate Protection Claims.

(v) "**Adequate Protection Collateral**" means (i) the Debtors' interest in all assets and properties, whether tangible, intangible, real, personal or mixed, whether now owned by or owing to, or hereafter acquired by, or arising in favor of, the Debtors (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Debtors, and regardless of where located, in each case to the extent such assets and properties constitute Prepetition Collateral; and (ii) property of the, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected and non-avoidable liens (or perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b)) (subject only to the Carve Out), including, without limitation, all unencumbered assets of the Debtors, all prepetition property and postpetition property of the Estates, and the proceeds, products, rents and profits thereof, whether arising from Bankruptcy Code section 552(b) or otherwise, including, without limitation, unencumbered cash (and any investment of such cash) of the Debtors, all equipment, all goods, all accounts, cash, payment intangibles, bank accounts and other deposit or securities accounts of the Debtors (including any accounts opened prior to, on or after the Petition Date), insurance policies and proceeds thereof, equity interests, instruments, intercompany claims, accounts receivable, other rights to payment, all general intangibles, all contracts and contract rights, securities, investment property, letters of credit and letter of credit rights, chattel paper, all interest rate hedging agreements, all owned real estate, real property leaseholds, fixtures, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, all commercial tort claims, and all claims and causes of action, and any and all proceeds, products, rents and profits of the foregoing, excluding (i) the Excluded Assets and (ii) Avoidance Actions (as defined herein) but including, subject to entry of a Final Order granting such relief, Avoidance Proceeds. Notwithstanding anything to the contrary herein, to the extent an Adequate Protection Lien cannot attach to the Adequate Protection Collateral pursuant to applicable law, the Adequate Protection Liens granted pursuant to this Interim Order shall attach to the Debtors' economic rights, including, without limitation, any and all such proceeds of such Adequate Protection Collateral and any Excluded Assets.

(vi) "**Adequate Protection Liens**" means the RCF Adequate Protection Liens together with the Secured Notes Adequate Protection Liens.

(vii) "**Adequate Protection Obligations**" means the Adequate Protection Claims, the Adequate Protection Liens, and all other forms of adequate protection provided to any of the Prepetition Secured Parties under this Interim Order.

(viii) "**Adequate Protection Professional Fees and Expenses**" has the meaning set forth in paragraph 5(d) of this Interim Order.

(ix) "**Allowed Professional Fees**" has the meaning set forth in paragraph 10(b) of the introductory paragraph of this Interim Order.

(x) "**Approved Budget**" has the meaning set forth in paragraph H(b) of this Interim Order.

(xi) "**Avoidance Action**" means any Claim or Cause of Action arising under Chapter 5 of the Bankruptcy Code or any applicable state law adopting the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law.

(xii) "**Avoidance Proceeds**" means any and all proceeds of or property recovered from Avoidance Actions, whether by adjudication, judgment, settlement or otherwise.

(xiii) "**Bankruptcy Code**" has the meaning set forth in the introductory paragraph of this Interim Order.

(xiv) "**Bankruptcy Rules**" has the meaning set forth in the introductory paragraph of this Interim Order.

(xv) "**Carve Out**" has the meaning set forth in paragraph 10(b) of the introductory paragraph of this Interim Order.

(xvi) "**Carve Out Account**" has the meaning set forth in paragraph 10(d) of this Interim Order.

(xvii) "**Carve Out Amount**" means the Pre-Carve Out Notice Amount together with the Post-Carve Out Notice Amount.

(xviii) "**Carve Out Reserves**" means the Post Carve Out Trigger Notice Reserve together with the Pre-Carve Out Trigger Notice Reserve.

(xix) "**Carve Out Trigger Date**" has the meaning set forth in paragraph 10(d) of this Interim Order.

(xx) "**Carve Out Trigger Notice**" has the meaning set forth in paragraph 10(c) of this Interim Order.

(xxi) "**Cash Collateral**" has the meaning set forth in paragraph F of the introductory paragraph of this Interim Order.

(xxii) "**Cause of Action**" means any cause of action under law or equity, of any kind or nature whatsoever, whether arising under United States federal or state law, common law or otherwise.

(xxiii) "**Challenge**" means any challenge, objection, defense or Claim or Cause of Action, including, without limitation, any Avoidance Action or any Claim or Cause of Action asserting reduction, setoff, offset, recoupment, recharacterization, subordination (whether equitable, contractual or otherwise), reclassification, disgorgement, disallowance, impairment, marshalling, surcharge, recovery or other cause of action of any kind or nature whatsoever, whether arising under the Bankruptcy Code, applicable non-bankruptcy law or otherwise.

(xxiv) "**Challenge Budget**" has the meaning set forth in paragraph 14 of this Interim Order.

(xxv) "**Challenge Deadline**" means no later than the earlier of (x) the date of entry of an order confirming a chapter 11 plan in these Chapter 11 Case(s) and (y) (i) with respect to any Creditors' Committee, the date that is 60 days after entry of the Final Order or (ii) with respect to other parties in interest, (a) if a Committee is appointed, no later than the date that is 75 days after the Petition Date or (b) if no Committee is appointed, no later than the date that is 75 days after the entry of the Final Order; *provided* that in the event that, prior to the expiration of the Challenge Period, (x) these Chapter 11 Case(s) are converted to chapter 7 or (y) a chapter 11 trustee is appointed in these Chapter 11 Case(s), then, in each such case, the Challenge Period shall be extended for a period of 60 days solely with respect to any Trustee, commencing on the occurrence of either of the events described in the foregoing clauses (x) and (y).

(xxvi) "**Challenge Proceeding**" has the meaning set forth in paragraph 11(a) of this Interim Order.

(xxvii) "**Chapter 11 Cases**" has the meaning set forth in the introductory paragraph of this Interim Order.

(xxviii)"**Claim**" has the meaning set forth in the Bankruptcy Code.

(xxix) "**Commitment Letter**" shall have the meaning set forth in the DIP Term Sheet.

(xxx) "**Committee Professionals**" has the meaning set forth in paragraph 12(b) of the introductory paragraph of this Interim Order.

(xxxi) "**Company**" has the meaning set forth in the introductory paragraph of this Interim Order.

(xxxii) "**Court**" has the meaning set forth in the introductory paragraph of this Interim Order.

(xxxiii)"**Creditors' Committee**" has the meaning set forth in paragraph C of this Interim Order.

(xxxiv)"**Debtor**" has the meaning set forth in the introductory paragraph of this Interim Order.

(xxxv) "**Debtor Professionals**" has the meaning set forth in paragraph 12(b) of the introductory paragraph of this Interim Order.

(xxxvi)"**Debtors**" has the meaning set forth in the introductory paragraph of this Interim Order.

(xxxvii) "**Debtors' Stipulations**" has the meaning set forth in paragraph G of this Interim Order.

(xxxviii) "**Declarations**" has the meaning set forth in footnote 6 of this Interim Order.

(xxxix)"**Diminution in Value**" has the meaning set forth in paragraph H(c) of this Interim Order.

(xl) **"DIP Commitment Parties**" has the meaning set forth in the Commitment Letter.

(xli) "**DIP Credit and Note Purchase Agreement**" has the meaning set forth in the DIP Term Sheet.

(xlii) "**DIP Creditors**" has the meaning set forth in the DIP Term Sheet.

(xliii) "**DIP Documents**" means the DIP Credit and Note Purchase Agreement and all guarantee, collateral, pledge and security agreements, and all other agreements, documents, certificates and instruments executed, recorded and/or delivered in connection therewith, in each case, as amended, supplemented or modified in accordance with the terms thereof and this Interim Order.

(xliv) "**DIP Facility**" means a single draw senior secured non-amortizing superpriority priming debtor in possession facility in an aggregate principal amount of $300.0 million, on the

terms provided for in the DIP Term Sheet, anticipated by the Debtors to be entered into pursuant to, and in accordance with, the Final Order.

(xlv) "**DIP Facility Agent**" means Wilmington Savings Fund Society, FSB, as administrative agent and collateral agent for the DIP Facility.

(xlvi) "**DIP Liens**" has the meaning set forth in paragraph 4(a) of this Interim Order.

(xlvii) "**DIP Obligations**" means any and all obligations and indebtedness arising under, in respect of or in connection with the DIP Facility and the DIP Documents including, without limitation, all loans made to and guarantees issued by the Debtors pursuant to the DIP Documents and all other DIP Facility Obligations (as defined in the DIP Term Sheet).

(xlviii) "**DIP Superpriority Claims**" has the meaning set forth in paragraph 4(a) of this Interim Order.

(xlix) "**DIP Term Sheet**" means that certain *Senior Secured Debtor in Possession Facility Term Sheet* (as amended, supplemented or otherwise modified from time to time in accordance with its terms), attached to the Commitment Letter.

(l) "**Emergency Motion**" has the meaning set forth in paragraph 9(b) of this Interim Order.

(li) "**Engines**" has the meaning ascribed to it in the Prepetition RCF Credit Agreement.

(lii) "**Excluded Assets**" means (a) any Avoidance Actions (b) prior to entry of the Final Order granting such relief, the Avoidance Proceeds (it being understood that subject only to and effective upon entry of the Final Order, the Adequate Protection Collateral shall include Avoidance Proceeds), and (c) property that cannot be subject to liens pursuant to applicable law, rule, contract or regulation (including any requirement to obtain the consent (after the use of commercially reasonable efforts to obtain such consent) of any governmental authority or third party, unless such consent has been obtained) or restrictions of contract (including, without limitation, federal concessions as well as equipment leases and financing arrangements) existing on the closing date or the time of entry of such contract (other than to the extent such restriction is ineffective under the UCC or other applicable law).

(liii) "**Final Hearing**" has the meaning set forth in subparagraph (g) of the introductory paragraph of this Interim Order.

(liv) "**Final Order**" has the meaning set forth in the introductory paragraph of this Interim Order.

(lv) "**First Day Declaration**" has the meaning set forth in footnote 5 of this Interim Order.

(lvi) "**Initial Budget**" has the meaning set forth in paragraph H(b) of this Interim Order.

(lvii) "**Intercompany Borrower**" has the meaning set forth in paragraph G(iv) of this Interim Order.

(lviii) "**Intercompany Lenders**" has the meaning set forth in paragraph G(iv) of this Interim Order.

(lix) "**Interim Hearing**" has the meaning set forth in subparagraph (f) of the introductory paragraph of this Interim Order.

(lx) "**Interim Order**" has the meaning set forth in the introductory paragraph of this Interim Order.

(lxi) "**Local Bankruptcy Rules**" has the meaning set forth in the introductory paragraph of this Interim Order.

(lxii) "**Master Proof of Claim**" has the meaning set forth in paragraph 18 of this Interim Order.

(lxiii) "**Mendelsohn Declaration**" has the meaning set forth in footnote 5 of this Interim Order.

(lxiv) "**Motion**" has the meaning set forth in the introductory paragraph of this Interim Order.

(lxv) "**Other RCF Adequate Protection Collateral**" means Adequate Protection Collateral excluding all RCF Collateral.

(lxvi) **"Perfection Action"** has the meaning set forth in paragraph 8(b) of this Interim Order.

(lxvii) "**Permitted Liens**" means Prepetition RCF Permitted Liens together with the Prepetition Secured Notes Permitted Liens.

(lxviii) "**Permitted Variances**" has the meaning set forth in the DIP Term Sheet.

(lxix) "**Petition Date**" has the meaning set forth in paragraph A of this Interim Order.

(lxx) "**Post-Carve Out Amounts**" has the meaning set forth in paragraph 10(d) of this Interim Order.

(lxxi) "**Post-Carve Out Notice Amount**" has the meaning set forth in paragraph 10(b) of this Interim Order.

(lxxii) "**Pre-Carve Out Amount**" has the meaning set forth in paragraph 10(d) of this Interim Order.

(lxxiii) "**Pre-Carve Out Notice Amount**" has the meaning set forth in paragraph 10(b) of this Interim Order.

(lxxiv) "**Pre-Carve Out Trigger Notice Reserve**" has the meaning set forth in paragraph 10(d) of this Interim Order.

(lxxv) "**Prepetition Collateral**" means Prepetition RCF Collateral together with the Prepetition Secured Notes Collateral.

(lxxvi) **"Prepetition Intercompany Borrower**" has the meaning set forth in paragraph G(iv) of this Interim Order.

(lxxvii)**"Prepetition Intercompany Lenders**" has the meaning set forth in paragraph G(iv) of this Interim Order.

(lxxviii)

(lxxix) "**Prepetition Intercompany Loan**" has the meaning set forth in paragraph G(iv) of this Interim Order.

(lxxx) "**Prepetition Intercompany Loan Obligations**" has the meaning set forth in paragraph G(v) of this Interim Order.

(lxxxi) "**Prepetition Intercompany Note**" has the meaning set forth in paragraph G(iv) of this Interim Order.

(lxxxii)"**Prepetition Liens**" means Prepetition RCF Liens together with the Prepetition Secured Notes Liens.

(lxxxiii) "**Prepetition RCF Agents**" has the meaning set forth in paragraph G(vi) of this Interim Order.

(lxxxiv) "**Prepetition RCF Collateral**" has the meaning set forth in paragraph G(vii) of this Interim Order.

(lxxxv)"**Prepetition RCF Credit Agreement**" has the meaning set forth in paragraph G(vi) of this Interim Order.

(lxxxvi) "**Prepetition RCF Guarantors**" means the guarantors party from time to time to the Prepetition RCF Credit Agreement.

(lxxxvii) "**Prepetition RCF Lenders**" has the meaning set forth in paragraph G(vi) of this Interim Order.

(lxxxviii) "**Prepetition RCF Liens**" has the meaning set forth in paragraph G(viii) of this Interim Order.

(lxxxix) "**Prepetition RCF Loan Documents**" means "Loan Documents" as defined in the Prepetition RCF Credit Agreement.

(xc) "**Prepetition RCF Obligations**" has the meaning set forth in paragraph G(vii) of this Interim Order.

(xci) "**Prepetition RCF Permitted Liens**" has the meaning set forth in paragraph G(viii) of this Interim Order.

(xcii) "**Prepetition RCF Secured Parties**" means the "Secured Parties" as defined in the Prepetition RCF Credit Agreement.

(xciii) "**Prepetition Secured Documents**" means Prepetition RCF Credit Agreement together with all agreements, documents, instruments and/or amendments executed and delivered in connection therewith and the Prepetition Secured Notes Indenture together with all agreements, documents, instruments and/or amendments executed and delivered in connection therewith.

(xciv) "**Prepetition Secured Noteholders**" has the meaning set forth in paragraph G(i) of this Interim Order.

(xcv) "**Prepetition Secured Notes**" has the meaning set forth in paragraph G(i) of this Interim Order.

(xcvi) "**Prepetition Secured Notes Collateral**" has the meaning set forth in paragraph G(iii) of this Interim Order.

(xcvii) "**Prepetition Secured Notes Guarantors**" has the meaning set forth in paragraph G(i) of this Interim Order.

(xcviii)"**Prepetition Secured Notes Indenture**" has the meaning set forth in paragraph G(i) of this Interim Order.

(xcix) "**Prepetition Secured Notes Issuers**" has the meaning set forth in paragraph G(i) of this Interim Order.

(c) "**Prepetition Secured Notes Liens**" has the meaning set forth in paragraph G(iii) of this Interim Order.

(ci) "**Prepetition Secured Notes Obligations**" has the meaning set forth in paragraph G(ii) of this Interim Order.

(cii) "**Prepetition Secured Notes Parties**" has the meaning set forth in paragraph G(i) of this Interim Order.

(ciii) "**Prepetition Secured Notes Permitted Liens**" has the meaning set forth in paragraph G(iii) of this Interim Order.

(civ) "**Prepetition Secured Notes Trustee**" has the meaning set forth in paragraph G(i) of this Interim Order.

(cv) "**Prepetition Secured Obligations**" means Prepetition Secured Notes Obligations together with the Prepetition RCF Obligations and the Prepetition Intercompany Loan Obligations.

(cvi) "**Prepetition Secured Parties**" means the Prepetition RCF Secured Parties together with the Prepetition Secured Notes Parties.

(cvii) "**Professional Persons**" the Committee Professionals together with the Debtor Professionals.

(cviii) "**Put Option Premium**" shall have the meaning set forth in the DIP Term Sheet.

(cix) "**RCF Accrued Adequate Protection Payments**" has the meaning set forth in paragraph 5(e) of this Interim Order.

(cx) "**RCF Adequate Protection Claims**" has the meaning set forth in paragraph 5(a) of this Interim Order.

(cxi) "**RCF Adequate Protection Liens**" has the meaning set forth in paragraph 5(b) of this Interim Order.

(cxii) "**RCF Adequate Protection Obligations**" has the meaning set forth in paragraph 5 of this Interim Order.

(cxiii) "**RCF Adequate Protection Professional Fees**" has the meaning set forth in paragraph 5(c) of this Interim Order.

(cxiv) "**RCF Borrower**" has the meaning set forth in paragraph G(vi) of this Interim Order.

(cxv) "**RCF Collateral**" means the Prepetition RCF Collateral and the Required RCF Collateral (if any).

(cxvi) "**RCF Guarantors**" has the meaning set forth in paragraph G(vi) of this Interim Order.

(cxvii) "**RCF Lender Advisors**" has the meaning set forth in paragraph 5(c) of this Interim Order.

(cxviii)"**RCF Loan Obligors**" means the RCF Guarantors together with the RCF Borrower.

(cxix) "**Released Party**" has the meaning set forth in paragraph 16(c) of this Interim Order.

(cxx) "**Remedies Notice**" has the meaning set forth in paragraph 9(b) of this Interim Order.

(cxxi) "**Remedies Notice Period**" has the meaning set forth in paragraph 9(b) of this Interim Order.

(cxxii) "**Reporting**" has the meaning set forth in the DIP Term Sheet.

(cxxiii)"**Required RCF Collateral**" has the meaning set forth in paragraph 5(b) of this Interim Order.

(cxxiv)"**Restructuring Support Agreement**" means that certain Restructuring Support Agreement, dated as of November 17, 2024, by and among the Debtors and the other parties thereto, including all schedules and exhibits thereto, as it may be amended, supplemented, or otherwise modified from time to time in accordance with its terms.

(cxxv) "**Review Parties**" has the meaning set forth in paragraph 6 of this Interim Order.

(cxxvi)"**Review Period**" has the meaning set forth in paragraph 6 of this Interim Order.

(cxxvii) "**Secured Notes Accrued Adequate Protection Payments**" has the meaning set forth in paragraph 4(d) of this Interim Order.

(cxxviii) "**Secured Notes Adequate Protection Claims**" has the meaning set forth in paragraph 4(a) of this Interim Order.

(cxxix) "**Secured Notes Adequate Protection Liens**" has the meaning set forth in paragraph 4(b) of this Interim Order.

(cxxx) "**Secured Notes Adequate Protection Obligations**" has the meaning set forth in paragraph 4 of this Interim Order.

(cxxxi) "**Secured Notes Adequate Protection Professional Fees and Expenses**" has the meaning set forth in paragraph 4(c) of this Interim Order.

(cxxxii) "**Spare Parts**" has the meaning ascribed to it in the Prepetition RCF Credit Agreement.

(cxxxiii) "**Spirit**" has the meaning set forth in the introductory paragraph of this Interim Order.

(cxxxiv) "**Spirit Inc. Debtor**" has the meaning set forth in the introductory paragraph of this Interim Order.

(cxxxv) "**Standing Motion**" has the meaning set forth in paragraph 11(a) of this Interim Order.

(cxxxvi) "**Subsequent SPV Debtor Joinder Date**" has the meaning set forth in footnote 4 of this Interim Order.

(cxxxvii) "**Subsequent SPV Debtors**" has the meaning set forth in footnote 4 of this Interim Order.

(cxxxviii) "**Subsequent SPV Debtors Omnibus Order**" has the meaning set forth in footnote 4 of this Interim Order.

(cxxxix) "**Successor Cases**" means, collectively, any case under Chapter 7 of the Bankruptcy Code upon the conversion of any of the Chapter 11 Cases, and/or upon the dismissal of any of the Chapter 11 Cases or any such successor cases.

(cxl) "**Successor Entities**" has the meaning set forth in paragraph 11(a) of this Interim Order.

(cxli) "**Termination Declaration Date**" has the meaning set forth in paragraph 11(b) of this Interim Order.

(cxlii) "**Termination Event**" has the meaning set forth in paragraph 11(a) of this Interim Order.

(cxliii) "**U.S. Trustee**" has the meaning set forth in paragraph C of this Interim Order.

(cxliv) "**UCC**" means the Uniform Commercial Code.

Schedule 1

Initial Budget

DIP Budget Summary

Week:	WK-1	WK-2	WK-3	WK-4	WK-5	WK-6	WK-7	WK-8	WK-9	WK-10	WK-11	WK-12	WK-13	13-Week
Actual / Forecast:	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.	Fcst.
($ in Millions) *Week Ending Date:*	11/15/24	11/22/24	11/29/24	12/6/24	12/13/24	12/20/24	12/27/24	1/3/25	1/10/25	1/17/25	1/24/25	1/31/25	2/7/25	Total
DEBTOR CASH FLOWS														
RECEIPTS														
Operating Receipts	$110	$126	$115	$84	$99	$101	$109	$74	$59	$76	$112	$125	$130	$1,320
DISBURSEMENTS														
Salaries, Wages and Benefits	($68)	($9)	($49)	($9)	($68)	($9)	($49)	($14)	($4)	($73)	($5)	($55)	($15)	(427)
Aircraft Fuel	(46)	(11)	(11)	(31)	(24)	(24)	(24)	(23)	(21)	(21)	(21)	(21)	(20)	(297)
Taxes	(21)	(17)	(38)	(3)	(22)	(3)	(38)	(22)	(19)	(3)	(31)	(30)	(22)	(269)
Aircraft Rent	(20)	(5)	(15)	(10)	(13)	(13)	(18)	(4)	(12)	(11)	(17)	(10)	(12)	(158)
Debt Service	(7)	(4)	(1)	(2)	(3)	(3)	--	(1)	--	(24)	(1)	(1)	--	(45)
Other Operating Disbursements	(42)	(29)	(54)	(29)	(38)	(33)	(33)	(35)	(39)	(39)	(39)	(55)	(31)	(497)
Total Operating Disbursements	**($204)**	**($74)**	**($168)**	**($84)**	**($167)**	**($84)**	**($161)**	**($99)**	**($95)**	**($171)**	**($114)**	**($172)**	**($101)**	**($1,692)**
Restructuring Costs	($30)	($3)	($4)	($3)	($3)	($3)	($4)	($3)	($3)	($3)	($3)	($4)	($3)	($68)
Other Non-Operating Cash Flows	4	--	60	4	5	4	16	11	5	10	4	17	--	138
New Money Draw / (Paydown)	--	--	--	--	--	300	--	--	--	(3)	--	--	--	297
Net Cash Flow	**($119)**	**$49**	**$3**	**$0**	**($66)**	**$318**	**($39)**	**($17)**	**($34)**	**($92)**	**($1)**	**($34)**	**$26**	**($6)**
Cash Roll Forward														
Beginning Bank Cash	$952	$833	$882	$885	$885	$819	$1,138	$1,098	$1,082	$1,048	$956	$954	$921	$952
(+ / -) Change in Cash	(119)	49	3	0	(66)	318	(39)	(17)	(34)	(92)	(1)	(34)	26	(6)
Ending Bank Cash	**$833**	**$882**	**$885**	**$885**	**$819**	**$1,138**	**$1,098**	**$1,082**	**$1,048**	**$956**	**$954**	**$921**	**$947**	**$947**
(-) Outstanding Checks	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Ending Book Cash	**$832**	**$881**	**$884**	**$884**	**$818**	**$1,137**	**$1,097**	**$1,081**	**$1,047**	**$955**	**$953**	**$919**	**$945**	**$945**
(-) Restricted Cash	(164)	(174)	(175)	(176)	(176)	(177)	(182)	(182)	(183)	(162)	(171)	(172)	(174)	(174)
Available Liquidity	**$668**	**$707**	**$709**	**$708**	**$642**	**$959**	**$915**	**$898**	**$863**	**$792**	**$782**	**$747**	**$771**	**$771**

Exhibit C

DIP Commitment Letter

EXECUTION VERSION

November 18, 2024

Spirit Airlines, Inc.
2800 Executive Way
Miramar, Florida 33025

$300,000,000 Senior Secured Debtor in Possession Facility
Commitment Letter

Ladies and Gentlemen:

Spirit Airlines, Inc., a Delaware corporation ("you" or the "Company"), has requested that the parties listed on Schedule 1 ("us", "we" or the "Commitment Parties") to this letter agreement (including all schedules, annexes and exhibits hereto (including the DIP Term Sheet (as defined below), as may be amended, restated, supplemented or otherwise modified from time to time, this "Commitment Letter") agree to provide, under section 364 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the "Bankruptcy Code"), a senior secured non-amortizing priming debtor in possession facility (the "DIP Facility") in an aggregate principal amount of $300,000,000, consisting of DIP Loans (as defined in the term sheet attached hereto as Exhibit A (including all schedules, annexes and exhibits thereto, as may be amended, restated, supplemented or otherwise modified from time to time, the "DIP Term Sheet")) and DIP Notes (as defined in the DIP Term Sheet), which DIP Loans and DIP Notes will be available to be drawn in a single drawing on the Closing Date pursuant to the terms and conditions contained herein (including the conditions set forth in Section 6 below), the DIP Order and the other DIP Facility Documents. Capitalized terms used but not defined herein are used with the meanings assigned to them in (i) that certain Restructuring Support Agreement, dated as of the date hereof (including the term sheets attached thereto and any other attachments thereto, as amended, restated, amended and restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the "Restructuring Support Agreement"), by and among the Company Parties and the Consenting Stakeholders (each as defined therein) from time to time party thereto or (ii) the DIP Term Sheet, as applicable.

1. **Commitment**

In connection with the foregoing, the Commitment Parties are pleased to advise you of their commitments to provide the DIP Facility, on a several and not joint basis, through, at the option of such Commitment Party, providing DIP Loans and/or through purchasing DIP Notes in the respective amounts set forth adjacent to each such Commitment Party's name on Schedule 1 to this Commitment Letter (the "DIP Commitments"), upon the terms and subject to solely the conditions set forth in this Commitment Letter.

The rights and obligations of each of the Commitment Parties under this Commitment Letter shall be several and not joint and several, and no failure of any Commitment Party to comply with any of its obligations hereunder shall prejudice the rights, or reduce the obligations, of any other Commitment Party; *provided* that no Commitment Party shall be required to fund the commitment of another Commitment Party in the event such other Commitment Party fails to do so (the "Breaching Party"), but each Commitment Party shall be offered the opportunity to provide its pro rata share of the DIP Commitment of such Breaching Party, in which case such performing Commitment Party shall be entitled to all or a proportionate share, as the case may be, of the DIP Facility and related fees that would otherwise be issued to the Breaching Party.

The DIP Loans will be provided and funded through Barclays Bank PLC as fronting lender (the "Fronting Lender"), and each Commitment Party that elects to fund its DIP Commitment through providing DIP Loans hereby agrees to acquire such DIP Loans from the Fronting Lender via assignment from the Fronting Lender pursuant to terms and conditions customary for fronting arrangements and otherwise to be agreed among such Commitment Party and the Fronting Lender. Each Commitment Party that elects to fund its DIP Commitment through purchasing DIP Notes shall purchase such DIP Notes directly from the Company.

2. **Assignments**

At any time prior to the earlier of (a) the Closing Date and (b) the termination of this Commitment Letter in accordance with its terms, this Commitment Letter shall not be assignable by any party hereto without the prior written consent of each other party hereto (and any purported assignment without such consent shall be null and void) unless the assignee thereof (i) is another Commitment Party or one of its Commitment Party Affiliates (as defined below) or (ii) is a Commitment Party Affiliate of such Commitment Party (it being understood that any such assignment shall not relieve the Commitment Party of its obligations hereunder until the Closing Date shall have occurred); *provided*, *however*, that each Commitment Party may, at any time, employ the services of its Commitment Party Affiliates, in fulfilling its obligations contemplated by this Commitment Letter or designate any Commitment Party Affiliate, to receive any of its DIP Loans or DIP Notes. Under no circumstances shall you have the right to sell, transfer, negotiate or assign its rights hereunder without the prior written consent of each Commitment Party and any such sale, transfer, negotiation or assignment without such consent shall be null and void.

3. **Titles and Roles**

It is agreed that Wilmington Savings Fund Society, FSB will act as the administrative agent and collateral agent in respect of the DIP Facility (in such capacity, the "DIP Agent"). It is understood and agreed that this Commitment Letter shall not constitute either an express or implied commitment or offer by the DIP Agent to provide any portion of the DIP Facility or to otherwise provide any financing.

4. **Information**

You hereby represent that (a) all written factual information, other than (i) the Projections (as defined below) and (ii) information of a general economic or industry specific nature (such written information other than as described in the immediately preceding clauses (i) and (ii), the "Information"), that has been or will be made available to us by you or on behalf of you or any of your representatives in connection herewith is or will be, when taken as a whole, complete and correct in all material respects and does not or will not, when furnished and when taken as a whole, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not materially misleading in light of the circumstances under which such statements are made (after giving effect to all supplements and updates thereto) and (b) the financial projections and other projections, budgets, estimates and other forward-looking information (collectively, the "Projections") that have been or will be made available to us by you or on behalf of you or any of your representatives in connection herewith have been or will be prepared in good faith based upon assumptions that are reasonable at the time made and at the time the related Projections are made available to us; it being understood that (x) the Projections are merely a prediction as to future events and are not to be viewed as facts, (y) the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, and (z) no assurance can be given that any particular Projection will be realized and that actual results during the period or periods covered by any the Projections may differ significantly from the projected results and such differences may be material. You agree that if, at any time prior to the effectiveness of the DIP Facility, you become aware that

any of the representations in the preceding sentence would be incorrect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement the Information and the Projections so that such representations will be correct under those circumstances; *provided* that any such supplemental Information and Projections (A) shall be treated as confidential in accordance with this Commitment Letter and (B) received prior to the Closing Date shall cure any breach of such representations.

In providing this Commitment Letter and arranging the DIP Facility, the Commitment Parties are relying on the accuracy of the Information furnished to them by or on behalf of you by your representatives without independent verification thereof.

5. **Fees**

As consideration for the commitments and agreements of (i) the Commitment Parties, the Company agrees to pay each DIP Commitment Party its allocable share of the Put Option Premium referred to in the DIP Term Sheet, (ii) the DIP Agent, the Company agrees to pay the nonrefundable fees described in the fee letter (the "Agent Fee Letter") to be entered into by and between the Company and the DIP Agent and (iii) the Fronting Lender, the Company agrees to pay the nonrefundable fees described in the fee letter (the "Fronting Fee Letter") to be entered into by and between the Company and the Fronting Lender, in each case, in the form, at the times, on the terms and subject to the conditions set forth in this Commitment Letter, the Restructuring Support Agreement, the Fronting Fee Letter and the Agent Fee Letter, as applicable.

To the extent the Fronting Lender receives the Put Option Premium on the Closing Date on behalf of the DIP Lenders, such Put Option Premium shall be for the account of the applicable DIP Lender, and the Fronting Lender shall transfer the Put Option Premium to the applicable DIP Lender(s) in connection with the assignment of the DIP Loans.

In the event that within 12 months after the date hereof you or any of your affiliates enter into any debtor in possession financing facility that is not provided by the Commitment Parties, you agree that, unless the Commitment Parties have terminated this Commitment Letter (other than as a result of a Termination Event) or breached their obligations under this Commitment Letter by declining to fund, or declining to cause the funding of, the DIP Commitments after all conditions precedent set forth in Section 6 of this Commitment Letter have been satisfied, then you will pay to the Commitment Parties, concurrently with the consummation of such debtor in possession financing facility, an amount in cash equal to the Put Option Premium that the Commitment Parties would have received if the DIP Facility was funded in full.

The Company acknowledges and agrees that the fees set forth in this Section 5 shall be fully earned, nonrefundable, and non-avoidable upon the occurrence of such events or such applicable dates as described with respect thereto in the DIP Term Sheet, the Agent Fee Letter or the Fronting Fee Letter, as applicable, and shall be paid by the Company, free and clear of any withholding or deduction for any applicable taxes, on the applicable dates as set forth in the DIP Term Sheet, the Agent Fee Letter, or the Fronting Fee Letter, as applicable. The Put Option Premium is being earned as consideration for each Commitment Party's DIP Commitment and not with respect to any services being provided.

6. **Conditions**

Each Commitment Party's commitments and agreements hereunder are subject only to the conditions set forth under the sections of the DIP Term Sheet entitled "Conditions Precedent to the Extension of Credit".

7. **Indemnification and Expenses**

You agree to indemnify, hold harmless and defend (i) the DIP Agent (including for the fees and out-of-pocket costs and expenses of Schulte Roth & Zabel LLP), (ii) the Fronting Lender (including for the fees and out-of-pocket costs and expenses of Dentons US LLP), (iii) the Ad Hoc Group of Senior Secured Noteholders (including for the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Senior Secured Noteholder Advisors) and (iv) the Ad Hoc Group of Convertible Noteholders (including the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Convertible Noteholders Advisors), and, in each case, their respective affiliates and their respective successors and assigns and the respective partners, officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing and attorneys and representatives thereof (each, an "Indemnified Person") (but, in the case of an Indemnified Person that is a member of the Ad Hoc Group of Convertible Noteholders and affiliates, successors and assigns and the respective partners, officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing and attorneys and representatives thereof, limited to the fees and out-of-pocket costs and expenses of such Indemnified Person incurred through the date of the termination of the Restructuring Support Agreement as to the Consenting Convertible Noteholders; *provided* that this parenthetical will not apply to Consenting Convertible Noteholders in their capacity as DIP Creditors) from and against any and all losses, claims, damages, liabilities or related expenses, joint or several, to which any such Indemnified Person may become subject arising out of or in connection with this Commitment Letter, the DIP Facility, the use of the proceeds thereof or any claim, litigation, investigation or proceeding (a "Proceeding") relating to any of the foregoing, regardless of whether any Indemnified Person is a party thereto, whether or not such Proceedings are brought by you, your equity holders, affiliates, creditors or any other person; *provided* that the foregoing indemnity will not, as to any Indemnified Person, apply to losses, claims, damages, liabilities or related expenses to the extent they (x) are found by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence or willful misconduct of such Indemnified Person or its controlled affiliates, directors, officers or employees (collectively, the "Related Parties") or (y) arise from any dispute among Indemnified Persons or any Related Parties, other than any Proceedings against any DIP Creditor or the DIP Agent in fulfilling their respective roles as DIP Creditor or the DIP Agent and other than any claims arising out of any act or omission on the part of you or any of your controlled affiliates.

In addition, whether or not the Closing Date occurs, all reasonable and documented fees and out-of-pocket costs and expenses of (i) the DIP Agent (including the fees and out-of-pocket costs and expenses of Schulte Roth & Zabel LLP), (ii) the Fronting Lender (including for the fees and out-of-pocket costs and expenses of Dentons US LLP), (iii) the Ad Hoc Group of Senior Secured Noteholders (including the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Senior Secured Noteholder Advisors) and (iv) the Ad Hoc Group of Convertible Noteholders (but limited to the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Convertible Noteholders Advisors incurred through the date of the termination of the Restructuring Support Agreement as to the Consenting Convertible Noteholders; *provided* that this parenthetical will not apply to Consenting Convertible Noteholders in their capacity as DIP Creditors), in each case, in connection with (A) the Chapter 11 Cases generally, (B) the preparation, negotiation and execution of the DIP Facility Documents, (C) the funding of the DIP Facility, (D) the creation, perfection or protection of the liens under the DIP Facility Documents (including all search, filing and recording fees) and (E) the on-going administration of the DIP Facility Documents (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto), shall be payable by the Company within thirty (30) calendar days following written demand without the requirement to file retention or fee applications with the Bankruptcy Court. Invoices for fees and expenses referenced above will not be required to comply with any particular format, may be in summary form only and may include redactions necessary to maintain privilege.

You will not be liable for any settlement of any Proceeding effected without your prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), but, if settled with your written consent or if there is a final, non-appealable judgment of a court of competent jurisdiction in any such Proceedings, you agree to indemnify and hold harmless each Indemnified Person from and against any and all losses, claims, damages, liabilities and expenses by reason of such settlement or judgment in accordance with the indemnification provisions of this Commitment Letter.

It is further agreed that each Commitment Party shall only have liability to you (as opposed to any other person) and that each Commitment Party shall be liable solely in respect of its own commitment to the DIP Facility on a several, and not joint, basis with any other Commitment Party. None of each person that constitutes an Indemnified Person or the Company or their respective directors, officers, employees, advisors, and agents shall be liable for any indirect, special, punitive or consequential damages in connection with this Commitment Letter, the DIP Facility or the transactions contemplated hereby or thereby; *provided* that nothing contained in this sentence shall limit your indemnity obligations to the extent set forth in this Section 7.

8. **Sharing of Information, Absence of Fiduciary Relationship, Affiliate Activities**

You acknowledge that each Commitment Party (or an affiliate) and/or the Fronting Lender (or an affiliate) may from time to time effect transactions, for its own or its affiliates' account or the account of discretionary accounts, funds or customers, and hold positions in loans, securities or options on loans or securities of, or claims against, you, your affiliates and of other companies that may be the subject of the transactions contemplated by this Commitment Letter. You also acknowledge that the Commitment Parties and the Fronting Lender and their respective affiliates have no obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies or persons.

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and the Commitment Parties or the Fronting Lender is intended to be or has been created in respect of any of the transactions contemplated by this Commitment Letter, irrespective of whether the Commitment Parties or the Fronting Lender have advised or are advising you on other matters, (b) the Commitment Parties and the Fronting Lender, on the one hand, and you, on the other hand, have an arm's length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty to you or your affiliates on the part of the Commitment Parties or the Fronting Lender, and you waive, to the fullest extent permitted by law, for yourself and on behalf of your subsidiaries, any claims you or any of your controlled affiliates may have against any Commitment Party, the Fronting Lender or any of their respective affiliates for breach of duty or alleged breach of any fiduciary duty on the part of the Commitment Parties, the Fronting Lender or any of their respective affiliates and agree that no Commitment Party, the Fronting Lender or any of their respective affiliates will have any liability (whether direct or indirect) to you or your controlled affiliates in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on your or any of your controlled affiliates' behalf, including equity holders, employees or creditors, in each case, in respect of any of the transactions contemplated by this Commitment Letter, (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Commitment Letter, and you are responsible for making your own independent judgment with respect to the transactions contemplated by this Commitment Letter and the process leading thereto, (d) you have been advised that the Commitment Parties and the Fronting Lender and their respective affiliates are engaged in a broad range of transactions that may involve interests that differ from your and your affiliates' interests and that the Commitment Parties and the Fronting Lender and their respective affiliates have no obligation to disclose such interests and transactions to you and your affiliates, (e) you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate, (f) each Commitment Party and the Fronting Lender (or any of their respective

affiliates) has been, is, and will be acting solely as a principal and, except as otherwise expressly agreed in writing by it and the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary for you or any of your affiliates and (g) none of the Commitment Parties or the Fronting Lender or their affiliates has any obligation or duty (including any implied duty) to you or your affiliates with respect to the transactions contemplated hereby except those obligations expressly set forth herein or in any other express writing executed and delivered by such Commitment Party or the Fronting Lender, as applicable, and you or any such affiliate.

You acknowledge for United States securities law purposes that any Commitment Party may establish an information blocking device or "Information Barrier" between, on the one hand, its directors, officers, employees, agents, affiliates (as such term is used in Rule 12b-2 under the Exchange Act) and, on the other hand, its affiliates and its and their attorneys, accountants, financial or other advisors, members, equity holders, partners, directors and employees who, pursuant to such Information Barrier policy, are permitted to receive confidential information or otherwise participate in discussions concerning the transactions contemplated hereby, and those of such Commitment Party's and their affiliates', other employees.

Additionally, you acknowledge and agree that none of the Commitment Parties, the Fronting Lender or any of their affiliates are advising you as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. You shall consult with your own advisors concerning such matters and shall be responsible for making your own independent investigation and appraisal of the transactions contemplated by this Commitment Letter, and the Commitment Parties, the Fronting Lender and their respective affiliates shall not have any responsibility or liability to you or your affiliates with respect thereto. Any review by the Commitment Parties or the Fronting Lender, as the case may be, of the transactions contemplated by this Commitment Letter or other matters relating thereto will be performed solely for the benefit of the Commitment Parties, the Fronting Lender or their respective affiliates, as the case may be, and shall not be on behalf of you or any of your affiliates.

You acknowledge that each Commitment Party and the Fronting Lender may be (or may be affiliated with) a full service financial firm and as such from time to time may, and its affiliates may, (a) effect transactions for its own or its affiliates' account or the account of customers, and hold long positions in debt or equity securities, loans or other securities and financial instruments of companies that may be the subject of the transactions contemplated hereunder or with which you or your subsidiaries may have commercial or other relationships or (b) provide debt financing, equity capital, investment banking, financial advisory services, securities trading, hedging, financing and brokerage activities and financial planning and benefits counseling to other companies or similar services in respect of which you or your subsidiaries may have conflicting interests. The Company hereby waives and releases, for itself and behalf of its subsidiaries, to the fullest extent permitted by law, any claims each of them has or will or may have hereunder with respect to any conflict of interest arising from such transactions, activities, investments or holdings, or arising from the failure of any Commitment Party or the Fronting Lender or any of their respective affiliates or customers to bring such transactions, activities, investments or holdings to you or your affiliates' attention.

9. **Confidentiality**

This Commitment Letter is delivered to you on the understanding that neither this Commitment Letter nor any of its terms or substance shall be disclosed by you, directly or indirectly, to any other person except (a) to you, your affiliates and your and their respective officers, directors, employees, members, partners, stockholders, attorneys, accountants, consultants, contractors, independent auditors, professionals, experts, agents and advisors (collectively, "Representatives"), in each case on a confidential and need-to-know basis, (b) pursuant to the order of any court or administrative agency or in any legal, judicial or

administrative proceeding, or otherwise as required by applicable law or regulation or compulsory legal process (in which case, you agree to inform the Commitment Parties promptly thereof prior to such disclosure to the extent timely practicable and not prohibited by law, rule, regulation or other legal process), (c) upon the request or demand of any regulatory authority having jurisdiction over you, (d) upon notice to the Commitment Parties, in connection with any public filing requirement you are legally obligated to satisfy, in form and substance acceptable to the Commitment Parties, (e) in a Bankruptcy Court filing in order to implement the transactions contemplated hereunder, (f) to the United States Trustee, the official committee of unsecured creditors or any other statutory committee formed in the Chapter 11 Cases and each of their legal counsel, independent auditors, professionals and other experts or agents who are informed of the confidential nature of such information and agree to be bound by confidentiality and use restrictions substantially similar to those set forth in this Section 9, (g) to the parties and potential parties to the Restructuring Support Agreement, (h) to the extent any such information becomes publicly available other than by reason of disclosure by you, your controlled affiliates or your or their Representatives in breach of this Commitment Letter and (i) with respect to the DIP Term Sheet, to Standard & Poor's Rating Services and Moody's Investors Service, Inc., on a confidential basis, in connection with obtaining a rating for the DIP Facility; *provided* that in the case of any disclosure to be made by you pursuant to subparts (b), (c), (d) (e), (f), (g) and (i), to the extent not prohibited by law, rule, regulation or other legal process, you shall redact to remove the name of each Commitment Party and the amount and/or percentage of individual DIP Commitments of each Commitment Party.

10. **Miscellaneous**

This Commitment Letter shall not be assignable by you without the prior written consent of each Commitment Party and the Fronting Lender (and any purported assignment without such consent shall be null and void), is intended to be solely for the benefit of the parties hereto, the DIP Agent, the Fronting Lender and the Indemnified Persons and is not intended to and does not confer any benefits upon, or create any rights in favor of, any person other than the parties hereto, the DIP Agent, the Fronting Lender and the Indemnified Persons to the extent expressly set forth herein. The Commitment Parties reserve the right to employ the services of their respective affiliates in funding the DIP Facility (including providing DIP Loans and/or purchasing DIP Notes, as applicable), and to satisfy their obligations hereunder through, one or more of their respective affiliates, separate funds and/or accounts within their control or investment funds under their or their respective affiliates' management and/or advisement (collectively, "Commitment Party Affiliates"); and to allocate, in whole or in part, to their respective affiliates certain fees payable to the Commitment Parties in such manner as the Commitment Parties and their Commitment Party Affiliates may agree in their sole discretion; *provided* that such Commitment Party will be liable for the actions or inactions of any such person whose services are so employed, and no delegation to a Commitment Party Affiliate shall relieve such Commitment Party from its obligations hereunder to the extent that any Commitment Party Affiliate fails to satisfy the DIP Commitments hereunder at the time required.

You understand that the Commitment Parties are engaged in a wide range of financial services and businesses. In furtherance of the foregoing, you acknowledge and agree that, to the extent a Commitment Party expressly indicates on its signature page hereto that it is executing this Agreement on behalf of specific trading desk(s) and/or business group(s) of the Commitment Party, the obligations set forth in this Commitment Letter shall only apply to such trading desk(s) and/or business group(s) and shall not apply to any other trading desk or business group of the Commitment Party so long as they are not acting at the direction or for the benefit of such Commitment Party or such Commitment Party's investment in the Company; provided, that the foregoing shall not diminish or otherwise affect the obligations and liability therefor of any legal entity that (i) executes this Commitment Letter or (ii) on whose behalf this Agreement is executed by a Commitment Party. The Company acknowledges that certain Commitment Parties may have engaged an investment manager or advisor which acts as (i) the sole investment manager or advisor for certain single-manager accounts, and (ii) investment manager or adviser solely to a designated pool of

assets of certain multi-manager accounts. In respect of the multi-manager accounts, to the extent a Commitment Party expressly indicates on its signature page hereto that such investment advisor or manager (A) is its discretionary advisor with respect to the accounts of the Commitment Party or (B) has executed this Commitment Letter on Commitment Party's behalf ("Investment Advisor"), the Investment Advisor has no visibility, control or oversight in respect of the trading of other investment managers or advisers to such multi-manager accounts of the Commitment Party. As such, notwithstanding anything to the contrary herein, all agreements, covenants, representations or warranties herein that relate to any Commitment Party shall, with respect to any multi-manager accounts, solely apply to the portion of the account over which such Investment Advisor has discretion and not such Commitment Party as a whole.

This Commitment Letter may not be amended or waived except by an instrument in writing signed by you and each Commitment Party and, if such amendment or waiver adversely affects the rights or obligations of the Fronting Lender, the Fronting Lender. This Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Commitment Letter by facsimile or electronic transmission (e.g., "pdf" or "tif") shall be effective as delivery of a manually executed counterpart hereof. This Commitment Letter (and the Restructuring Support Agreement, the DIP Term Sheet, the Fronting Fee Letter and the agreements referenced in this Commitment Letter) set forth the entire understanding of the parties with respect to the DIP Facility and replace and supersede all prior agreements and understandings (written or oral) related to the subject matter hereof. This Commitment Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York and the Bankruptcy Code, to the extent applicable.

You and we hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York (or if such court does not have jurisdiction, any state court or Federal court located in the Borough of Manhattan), any appellate court from any thereof, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of the Chapter 11 Cases may be heard and determined in the Bankruptcy Court and any other Federal court having jurisdiction over the Chapter 11 Cases from time to time, over any suit, action or proceeding arising out of or relating to the transactions contemplated hereby, this Commitment Letter or the performance of services hereunder or thereunder. Notwithstanding the foregoing consent to jurisdiction in United States District Court for the Southern District of New York, upon the commencement of the Chapter 11 Cases, each of the parties hereto agrees that, if the Chapter 11 Cases are pending, the Bankruptcy Court shall have exclusive jurisdiction over all matters arising out of or relating to the transactions contemplated hereby, this Commitment Letter or the performance of services hereunder or thereunder. You and we agree that service of any process, summons, notice or document by registered mail addressed to you or us shall be effective service of process for any suit, action or proceeding brought in any such court. You and we hereby irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding has been brought in any inconvenient forum. You and we hereby irrevocably agree to waive trial by jury in any suit, action, proceeding, claim or counterclaim brought by or on behalf of any party related to or arising out of this Commitment Letter or the performance of services hereunder or thereunder.

Each of the Commitment Parties hereby notifies you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (the "PATRIOT Act"), it is required to obtain, verify and record information that identifies the Loan Parties, which information includes names, addresses, tax identification numbers and other information that will allow such Commitment Party (and any lender (including the Fronting Lender) under this Commitment Letter) to identify the Loan Parties in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for the Commitment Parties and any lender under this Commitment Letter.

The indemnification, expense reimbursement, jurisdiction, confidentiality, governing law, sharing of information, no agency or fiduciary duty, waiver of jury trial, service of process and venue provisions contained herein shall remain in full force and effect regardless of whether the DIP Facility Documents shall be executed and delivered and notwithstanding the termination of this Commitment Letter or the DIP Commitments.

The parties hereto hereby agree that this Commitment Letter is a legal, valid, binding and enforceable agreement with respect to the subject matter herein, except as such enforceability may be limited by debtor relief laws and by general principles of equity; it being acknowledged and agreed that the funding of the DIP Facility is subject solely to the conditions specified in Section 6 herein.

If this Commitment Letter correctly sets forth our agreement, please indicate your acceptance of the terms of this Commitment Letter by returning to us executed counterparts of this Commitment Letter by no later than 5:00 p.m. New York City time, on November 18, 2024. This offer will automatically expire if we have not received such executed counterparts in accordance with the preceding sentence. In addition, the commitment and agreements of the Commitment Parties hereunder shall expire automatically upon the occurrence of any of the following (a "Termination Event") unless waived by the Commitment Parties (by email or otherwise): (i) if you have not commenced the Borrower's Chapter 11 Case and filed a motion seeking entry of the DIP Order by the applicable dates set forth in the Restructuring Support Agreement (as such dates may be extended under the terms of the Restructuring Support Agreement), (ii) if the Bankruptcy Court has not entered the final DIP Order by the applicable dates set forth in the Restructuring Support Agreement (as such dates may be extended under the terms of the Restructuring Support Agreement), or (iii) upon the termination of the Restructuring Support Agreement in accordance with its terms.

[Remainder of this page intentionally left blank]

WILMINGTON SAVINGS FUND SOCIETY, FSB, as DIP Agent

Patrick J. Healy

Name: Patrick J. Healy
Title: Senior Vice President

BARCLAYS BANK PLC, solely in respect of its U.S. Special Situations Trading Desk (the "Trading Desk"), and not any other desk, unit, group, division or affiliate of Barclays, in its capacity as a Fronting Lender and not in any other capacity.

Name: Erik Jerrard
Title: Director

Accepted and agreed to as of the date first above written:

SPIRIT AIRLINES, INC.

By: Signed by: Fred Cromer B9B701082B5141C...

Name: Fred Cromer
Title: Chief Financial Officer

[*Noteholder Signature Pages on File with Company*]

Schedule 1

DIP Commitments

[*DIP Commitments on File with Company*]

EXHIBIT A

DIP Term Sheet

[See attached.]

Privileged and Confidential

Subject to FRE 408 and State Law Equivalents

Senior Secured Debtor in Possession Facility

Summary of Terms and Conditions[1]

Set forth below is a summary of the principal terms and conditions for the DIP Facility (as defined herein). This summary of terms and conditions (together with all annexes, exhibits, and schedules attached hereto, as may be amended, amended and restated, supplemented or otherwise modified from time to time, this "**DIP Term Sheet**") shall be a binding agreement with respect to the DIP Facility but does not purport to summarize all of the terms, conditions, representations, warranties and other provisions with respect to the DIP Facility which would be contained in the DIP Credit and Note Purchase Agreement (as defined herein) and the other DIP Facility Documents (as defined herein). The obligations of the DIP Creditors (as defined herein) to provide the DIP Facility are conditioned upon entry of the Orders (as defined herein) and the other terms and conditions set forth herein.

Borrower:	Spirit Airlines, Inc., a Delaware corporation ("**Company**" or "**Borrower**"), in its capacity as a debtor and debtor in possession in a case (the "**Borrower's Chapter 11 Case**") under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") to be filed in the United States Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") (the date of such filing, the "**Borrower Petition Date**").
Guarantors:	The obligations of the Borrower under the DIP Facility (the "**Borrower Obligations**") will be guaranteed by Spirit IP Cayman Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Brand Issuer**"), Spirit Loyalty Cayman Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "**Loyalty Issuer**" and, together with Brand Issuer, the "**Loyalty Notes Issuers**"), Spirit Finance Cayman 1 Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands ("**SPV HoldCo 1**"), and Spirit Finance Cayman 2 Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands ("**SPV HoldCo 2**") (collectively, the "**Guarantors**" and, together with Borrower, the "**Debtors**" or the "**Loan Parties**"; the obligations of the Loan Parties under the DIP Facility that are payable as set forth herein, collectively, the "**DIP Facility Obligations**"), each of which will be a debtor and a debtor in possession in cases commenced under chapter 11 of the Bankruptcy Code in the Bankruptcy Court (collectively, the "**Guarantors' Chapter 11 Cases**" and, together with the Borrower's Chapter 11 Case, collectively, the "**Chapter 11 Cases**"), filed subsequent to, but jointly administered with, the Borrower's Chapter 11 Case (the date of such filing, the "**Guarantor Petition Date**"; "**Petition Date**" shall mean the Borrower Petition Date or the Guarantor Petition Date, as the context requires).
Certain Prepetition Debt Facilities and Instruments:	The following financing arrangements are referred to herein collectively as the "**Prepetition Facilities**": (a) **Revolving Loans**: indebtedness currently outstanding under that certain Credit and Guaranty Agreement, dated as of March 30, 2020 (as amended,

[1] Capitalized terms used but not defined herein have the meanings ascribed to such terms in the Restructuring Support Agreement (as defined herein) or the commitment letter to which this DIP Term Sheet is attached (the "**DIP Commitment Letter**"), as the context requires.

waived, supplemented or otherwise modified prior to the Petition Date, the "**Revolving Credit Agreement**"), by and among the Company, the lenders party thereto from time to time, Wilmington Trust, National Association, as collateral agent (the "**Revolving Collateral Agent**"), and Citibank, N.A., as administrative agent (the "**Revolving Administrative Agent**" and, together with the Revolving Collateral Agent, the "**Revolving Agents**"), in the aggregate principal amount of approximately $300.0 million in respect of the "Revolving Loans" (as defined in the Revolving Credit Agreement) thereunder (the "**Revolving Loans**"), plus all accrued and unpaid interest thereon, fees, letter of credit reimbursement obligations and expenses incurred in connection therewith (collectively, the "**Revolving Facility Obligations**").

(b) **Loyalty Notes**: indebtedness currently outstanding under that certain Indenture, dated as of September 17, 2020 (as supplemented by the First Supplemental Indenture, dated as of November 17, 2022 and as further amended, waived, supplemented or otherwise modified prior to the Petition Date, the "**Loyalty Notes Indenture**"), among the Loan Parties and Wilmington Trust, National Association, as trustee and as collateral custodian (in such capacities, the "**Loyalty Notes Trustee**") governing the Loyalty Notes Issuers' 8.00% Senior Secured Notes due 2025 in the aggregate principal amount of $1,110.0 million (the "**Loyalty Notes**") plus all accrued and unpaid interest thereon, fees, premiums and other expenses incurred in connection therewith (collectively, the "**Loyalty Notes Obligations**"). Each beneficial owner of Loyalty Notes as of the Petition Date is hereinafter referred to as a "**Loyalty Notes Holder**". The term "**Required Loyalty Note Holders**" means, as of any time of determination, Loyalty Note Holders holding at least 50.01% of the Loyalty Notes outstanding at such time.

(c) **Convertible Notes**: indebtedness currently outstanding under (x) that certain First Supplemental Indenture, dated as of May 12, 2020 (as amended, waived, supplemented or otherwise modified prior to the Petition Date, the "**2025 Convertible Notes Indenture**"), between the Company and Wilmington Trust, National Association, as trustee (in such capacity, the "**2025 Convertible Notes Trustee**") governing the Company's 4.75% Convertible Senior Notes due 2025 in the aggregate principal amount of $25.1 million (the "**2025 Convertible Notes**") plus all accrued and unpaid interest thereon, fees, premiums and other expenses incurred in connection therewith (collectively, the "**2025 Convertible Notes Obligations**") and (y) that certain Second Supplemental Indenture, dated as of April 30, 2021 (as amended, waived, supplemented or otherwise modified prior to the Petition Date, the "**2026 Convertible Notes Indenture**" and, together with the 2025 Convertible Notes Indenture, the "**Convertible Notes Indentures**"), between the Company and Wilmington Trust, National Association, as trustee (the "**2026 Convertible Notes Trustee**") governing the Company's 1.00% Convertible Senior Notes due 2026 in the aggregate principal amount of $500.0 million (the "**2026 Convertible Notes**" and, together with the 2025 Convertible Notes, the "**Convertible Notes**") plus all accrued and unpaid interest thereon, fees, premiums and other expenses incurred in connection therewith (collectively, the "**2026 Convertible Notes Obligations**" and, together with the 2025 Convertible Notes Obligations, the "**Convertible**

Notes Obligations"). Each beneficial owner of Convertible Notes as of the Petition Date is hereinafter referred to as a "**Prepetition Convertible Noteholder**". The term "**Required Convertible Noteholders**" means, as of any time of determination, Prepetition Convertible Noteholders holding at least 50.01% of the Convertible Notes outstanding at such time.

DIP Creditors: The DIP Facility shall be provided by the DIP Lenders and the DIP Note Purchasers as set forth herein.

The term "**DIP Lenders**" shall mean, collectively, each Loyalty Notes Holder or Affiliate thereof and each Prepetition Convertible Noteholder or Affiliate thereof, in each case, with a DIP Commitment listed in Schedule 1 to the Commitment Letter that elects to fund such DIP Commitment through providing DIP Loans, together with their successors and assigns.

The term "**DIP Note Purchasers**" shall mean, collectively, each Loyalty Notes Holder or Affiliate thereof and each Prepetition Convertible Noteholder or Affiliate thereof who, in each case, with a DIP Commitment listed in Schedule 1 to the Commitment Letter that elects to fund such DIP Commitment through purchasing DIP Notes and is an Eligible Note Purchaser (as defined below), together with their successors and assigns.

The term "**DIP Creditors**" shall mean, collectively, the DIP Lenders and the DIP Note Purchasers, including the Fronting Lender (as defined below) for so long as the Fronting Lender constitutes a DIP Lender.

The term "**Eligible Note Purchaser**" shall mean a person that is either (i) a "qualified institutional buyer," as such term is defined in Rule 144A under the Securities Act, (ii) a non-U.S. person as defined under Regulation S under the Securities Act, or (iii) an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3), (7), (8), (9), (12) or (13) under the Securities Act.

DIP Agent: Wilmington Savings Fund Society, FSB ("**WSFS**") shall act as administrative agent and collateral agent with respect to the DIP Facility (in such capacity, the "**DIP Agent**").

DIP Facility: A senior secured non-amortizing superpriority priming debtor in possession facility in an aggregate principal amount of $300.0 million (the "**DIP Facility**") comprised of (i) new money term loans (collectively, the "**DIP Loans**") and (ii) new money notes (collectively, the "**DIP Notes**"), which DIP Loans shall be made available to the Borrower, and DIP Notes shall be purchased from the Borrower (on a pro rata basis) in one draw or issuance, as applicable, upon satisfaction of the conditions set forth herein and in the Orders, including the entry of the DIP Order (the "**DIP Draw**"); *provided,* that the DIP Loans will be initially provided and funded through Barclays Bank PLC, as fronting lender (the "**Fronting Lender**"), in accordance with the terms of this DIP Term Sheet, the DIP Facility Documentation and the Fronting Fee Letter (as defined below), and subsequently assigned to the Commitment Parties that elect to fund their DIP Commitments through DIP Loans and/or Affiliates or Approved Funds thereof.

Each Commitment Party shall give written notice (which may be in the form of an e-mail from Akin Gump Strauss Hauer & Feld LLP) to the Borrower, the DIP Agent and the Fronting Lender in writing of its election to fund its DIP Commitment in the form of DIP Loans and/or DIP Notes by no later than 5 business days prior to the Closing Date; provided that, if a Commitment Party fails to provide such written notice, then such Commitment Party shall fund its DIP Commitment in the form of DIP Loans.

All DIP Loans and DIP Notes shall become due and payable on, and all unfunded DIP Commitments shall be terminated upon, the occurrence of a DIP Termination Event (as defined herein). Once repaid, DIP Loans shall not be permitted to be reborrowed and DIP Notes shall not be permitted to be reissued.

Orders: "**Adequate Protection Order**" has the meaning assigned to such term in the Restructuring Support Agreement.

"**DIP Order**" has the meaning assigned to such term in the Restructuring Support Agreement.

As used herein, the term "**Orders**" means, collectively, the DIP Order and the Adequate Protection Order.

DIP Termination Event: The "**DIP Termination Event**" with respect to the DIP Facility shall be the earliest to occur of:

(a) the date that is twelve (12) months after the Closing Date (and if such date shall not be a business day, the next succeeding business day);

(b) the substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the "effective date" thereof) of a plan of reorganization filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court;

(c) the acceleration of the DIP Facility Obligations and the termination of the unfunded DIP Commitments (if any) in accordance with the DIP Facility Documents;

(d) the consummation of a sale of all or substantially all of the assets of the Debtors pursuant to section 363 of the Bankruptcy Code; and

(e) dismissal of the Chapter 11 Cases or conversion of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code or appointment of a Chapter 11 trustee or examiner.

Amortization: None.

Purpose: The proceeds of the DIP Loans and DIP Notes shall be used, in each case, subject to the Orders:

(i) for the payment of working capital and other general corporate needs of the Debtors in the ordinary course of business;

(ii) for the payment of the fees, costs, and expenses of administering the Chapter 11 Cases;

(iii) to pay obligations arising from or related to the Carve-Out (as defined in the Adequate Protection Order);

(iv) to pay such other prepetition obligations as set forth in the Approved Budget (subject to Permitted Variances) or otherwise as approved by the Bankruptcy Court;

(v) for the payment of the agency fees and reasonable and documented fees and expenses of the DIP Agent and the DIP Creditors owed under the DIP Facility Documents;

(vi) to make any adequate protection payments pursuant to the terms of the Orders; and

(vii) for other general corporate purposes.

DIP Facility Documents: "**Documentation Principles**" means that the DIP Facility will be documented (i) in a credit and note purchase agreement (the "**DIP Credit and Note Purchase Agreement**") and other customary guarantee, security and other relevant documentation reasonably requested by the Required Loyalty Note Holders or Required Convertible Noteholders and (ii) through the terms of the Orders (collectively, the "**DIP Facility Documents**"), in each case, reflecting the terms and provisions set forth in this DIP Term Sheet.

Interest Rates and Fees: As set forth on Annex A-1 attached hereto and in any applicable fee letters.

Optional Prepayments: None.

Mandatory Prepayments: Mandatory prepayments of the DIP Loans and DIP Notes shall be required (on a pro rata basis) with 100% of the net cash proceeds from (A) the sale or other disposition of DIP Collateral outside the ordinary course of business, excluding any sale or disposition set forth on Annex C hereto (such excluded sales and dispositions, collectively, the "**Specified Dispositions**"); and the repayment of any outstanding indebtedness secured by the property or assets that are subject to such Specified Disposition are referred to herein as the "**Specified Debt Repayments**"); *provided* that, for the avoidance of doubt, net cash proceeds from the disposition of Prepetition RCF Collateral (as defined herein) shall not be required to be used to prepay DIP Loans and/or DIP Notes to the extent (i) Revolving Loans under the Revolving Credit Agreement are outstanding and (ii) such net cash proceeds are required to prepay Revolving Loans under the Revolving Credit Agreement, (B) any casualty events, insurance and condemnation proceeds in respect of any DIP Priority Collateral and (C) any sale or issuance of debt for borrowed money, evidenced by bonds, notes, debentures or capitalized lease obligations (other than Specified Refinancings (as defined herein)) and (D) any extraordinary receipts (it being understood and agreed that any receipts contemplated by the Approved Budget shall not constitute "extraordinary receipts" for purposes hereof) and, in each case of clauses (A), (B)

and (D), resulting in receipt of net cash proceeds by the Loan Parties in excess of $10,000,000. The DIP Credit and Note Purchase Agreement shall contain customary provisions permitting DIP Creditors to decline to accept mandatory prepayments.

Mandatory prepayments of the DIP Loans and DIP Notes shall be applied as follows: (a) to the extent such prepayment is funded with the proceeds of the Prepetition RCF Collateral, such prepayment shall be applied *first*, to prepay Revolving Loans until all such Revolving Loans are repaid in full (or otherwise not required to be repaid pursuant to the Revolving Credit Agreement), and *second*, to prepay DIP Loans and DIP Notes on a pro rata basis until all such DIP Loans and DIP Notes are repaid in full in cash and (b) to the extent such prepayment is funded with the proceeds of the DIP Priority Collateral (as defined herein), such prepayment shall be applied to prepay DIP Loans and DIP Notes on a pro rata basis until all such DIP Loans and DIP Notes are repaid in full in cash.

Security and Priority: The DIP Facility Obligations shall be, subject to (i) the Carve-Out, (ii) the prepetition and postpetition liens of the Revolving Agents on the Prepetition RCF Collateral solely with respect to the Revolving Facility Obligations and (iii) certain liens senior by operation of law, but solely to the extent such permitted liens were valid, properly perfected and non-avoidable as of the Petition Date, or valid, non-avoidable, senior priority liens in existence as of the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code (the "**Permitted Liens**"):

(a) pursuant to section 364(c)(1) of the Bankruptcy Code, entitled to joint and several superpriority administrative expense claim status in all of the Chapter 11 Cases (the "**DIP Superpriority Claims**"); and

(b) pursuant to sections 364(c)(2), 364(c)(3) and 364(d)(1) of the Bankruptcy Code, secured by fully perfected senior security interests and liens on the DIP Collateral (as defined herein) (collectively, the "**DIP Liens**"),

in each case, as described in further detail in the Orders.

The DIP Liens shall be effective and perfected upon entry of the DIP Order without the necessity of the execution, filing or recordation of mortgages, security agreements, pledge agreements, financing statements or other agreements.

"**DIP Collateral**" means (i) the Loan Parties' interest in all assets and properties, whether tangible, intangible, real, personal or mixed, whether now owned by or owing to, or hereafter acquired by, or arising in favor of, the Loan Parties (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, the Loan Parties, and regardless of where located, in each case to the extent such assets and properties constitute Prepetition RCF Collateral and Prepetition Secured Notes Collateral; and (ii) property of the Loan Parties, whether existing on the Petition Date or thereafter acquired, that, on or as of the Petition Date is not subject to valid, perfected and non-avoidable liens (or perfected after the Petition Date to the extent permitted by Bankruptcy Code section 546(b)) (subject only to the Carve-Out), including, without limitation, all unencumbered assets of the Loan Parties, all prepetition property and postpetition property of the Loan Parties' estates, and the proceeds, products, rents and profits

thereof, whether arising from Bankruptcy Code section 552(b) or otherwise, including, without limitation, unencumbered cash (and any investment of such cash) of the Loan Parties (whether maintained with the DIP Agent or otherwise) all equipment, all goods, all accounts, cash, payment intangibles, bank accounts and other deposit or securities accounts of the Loan Parties (including any accounts opened prior to, on or after the Petition Date), insurance policies and proceeds thereof, equity interests, instruments, intercompany claims, accounts receivable, other rights to payment, all general intangibles, all contracts and contract rights, securities, investment property, letters of credit and letter of credit rights, chattel paper, all interest rate hedging agreements, all owned real estate, real property leaseholds, fixtures, patents, copyrights, trademarks, trade names, rights under license agreements and other intellectual property, all commercial tort claims, and all claims and causes of action (including any claim or cause of action arising under Chapter 5 of the Bankruptcy Code or any applicable state law Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act or similar statute or common law), and any and all proceeds, products, rents and profits of the foregoing, excluding the Excluded Assets. Notwithstanding anything to the contrary herein, to the extent a DIP Lien cannot attach to the DIP Collateral pursuant to applicable law, the DIP Liens granted pursuant to this DIP Order shall attach to the Loan Parties' economic rights, including, without limitation, any and all such proceeds of such DIP Collateral and any Excluded Assets.

"**DIP Priority Collateral**" means all DIP Collateral other than Prepetition RCF Collateral.

"**Excluded Assets**" means property that cannot be subject to liens pursuant to applicable law, rule, contract or regulation (including any requirement to obtain the consent (after the use of commercially reasonable efforts to obtain such consent) of any governmental authority or third party, unless such consent has been obtained) or restrictions of contract (including, without limitation, federal concessions as well as equipment leases and financing arrangements) existing on the closing date or the time of entry of such contract (other than to the extent such restriction is ineffective under the UCC or other applicable law).

"**Prepetition RCF Collateral**" means "Collateral" as defined in the Revolving Credit Agreement.

"**Prepetition Secured Notes Collateral**" means "Collateral" as defined in the Loyalty Notes Indenture.

Intercreditor Arrangements:	To be reasonably satisfactory to the Required DIP Creditors.
Carve-Out and Related Provisions:	As set forth in the Adequate Protection Order.
Limitation on Use of Proceeds of DIP Facility:	As set forth in paragraph 12 of the Adequate Protection Order.

Adequate Protection & Other Protections:	As set forth in the Adequate Protection Order.
Termination of Consent to Use Cash Collateral:	The consensual use of cash collateral will be terminated upon the expiration of the Remedies Notice Period as described below.
Conditions Precedent to the Extension of Credit:	The extension of credit (the "**Closing**"; the date on which the Closing occurs, the "**Closing Date**") under the DIP Facility shall be subject to the following conditions, unless waived by the Required DIP Creditors:

A. DIP Agent's fee letter, in form and substance satisfactory to the DIP Agent in its sole discretion, shall have been executed and delivered by each party thereto.

B. The Borrower shall have issued a customary promissory note to each DIP Note Purchaser and, if requested, to any DIP Lender that so requests a promissory note (it being understood that the DIP Credit and Note Purchase Agreement shall contain a tranche of DIP Notes and a separate tranche of DIP Loans).

C. The DIP Credit and Note Purchase Agreement and all other applicable DIP Facility Documents shall have been executed and delivered by each party thereto.

D. Each of the Loan Parties shall be a debtor and a debtor in possession.

E. The Adequate Protection Order, which shall be in form and substance reasonably satisfactory to DIP Agent and the Required DIP Creditors, shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect.

F. [Reserved].

G. All fees and invoiced costs and expenses (including, without limitation, reasonable, documented and invoiced legal fees and expenses) required to be paid to the Ad Hoc Group of Senior Secured Noteholders Advisors, the Ad Hoc Group of Convertible Noteholders Advisors, the DIP Agent and the DIP Creditors on or before the Closing Date shall have been paid, it being understood and agreed that the DIP Agent shall be entitled to net such fees, costs and expenses and any administrative and/or agency fees from the proceeds of the funded DIP Loans and DIP Notes.

H. The DIP Agent and the DIP Creditors shall have received, prior to the Closing Date, in a form and substance reasonably satisfactory to the Required DIP Creditors, a thirteen (13)-week rolling cash flow budget for the period from the Closing Date through the end of such thirteen (13)-week period (such initial approved budget and subsequent budgets approved by the Required DIP Creditors as described below, the "**Approved Budget**").

I. The DIP Agent and the DIP Creditors shall have received, on or prior to the Closing Date, customary closing deliverables with respect to each Debtor

addressing such customary matters as the DIP Creditors shall reasonably request, including good standing certificates, secretary's certificates with organizational documents, resolutions and incumbency certificates attached and officer's closing certificate, in each case, in form and substance reasonably satisfactory to the Required DIP Creditors.

J. There shall exist no known unstayed action, suit, investigation, litigation, or proceeding with respect to the Borrower and its subsidiaries pending in any court or before any arbitrator or governmental instrumentality (other than the Chapter 11 Cases) that would reasonably be expected to result in a Material Adverse Effect.

"**Material Adverse Effect**" shall mean any circumstance or condition that would individually or in the aggregate, have a material adverse effect on (i) the business, assets, operations, properties or financial condition of the Borrower and its subsidiaries, taken as a whole (other than as a result of events leading up to and customarily resulting from the commencement of the Chapter 11 Cases and the continuation and prosecution thereof), (ii) the ability of the Loan Parties (taken as a whole) to perform their respective payment obligations under the Orders and the other DIP Facility Documents (other than as a result of events leading up to and resulting from the commencement of the Chapter 11 Cases and the continuation and prosecution thereof) or (iii) the rights and remedies of the DIP Creditors or the DIP Agent under the Orders and the other DIP Facility Documents.

K. Since the Petition Date, there shall not have occurred any circumstance or conditions, which individually or in the aggregate, constitutes or is reasonably expected to constitute, a Material Adverse Effect.

L. All necessary and material governmental and third-party consents and approvals necessary in connection with the DIP Facility and the transactions contemplated thereby shall have been obtained on or prior to the Closing Date.

M. The DIP Agent and each DIP Creditor who has requested the same at least seven (7) business days before the Closing Date shall have received, no later than three (3) business days before the Closing Date, all documentation and other information required under applicable "know your customer" and anti-money laundering rules and regulations, including the U.S. Patriot Act.

N. Granting to the DIP Agent, for the benefit of the DIP Agent and the DIP Creditors, valid and perfected liens, satisfactory to the Required DIP Creditors, via entry of the DIP Order, on the security interests in the DIP Collateral of the Loan Parties set forth in the "Security and Priority" section above; the Borrower shall have delivered Uniform Commercial Code financing statements with respect to the Borrower and the other Loan Parties, in suitable form for filing satisfactory to the Required DIP Creditors.

O. The Restructuring Support Agreement, dated as of November 18, 2024, among the Company Parties and Consenting Stakeholders (as each such term is defined therein) (the "**Restructuring Support Agreement**"), shall be in full force and

effect and shall not have been amended or modified without the consents required therein.

P. All "first day orders" entered at the time of commencement of the Chapter 11 Cases and all "second day orders" shall be reasonably satisfactory to the Required DIP Creditors.

Q. The Fronting Fee Letter shall have been duly executed and delivered to each of the parties signatory thereto.

R. All premiums, fronting or seasoning fees, and the reasonable and documented fees, costs, and expenses of Dentons US LLP, as legal counsel for the Fronting Lender, in each case, pursuant to invoices delivered to the Debtors before the Closing Date, and required to be paid to the Fronting Lender in accordance with the Fronting Fee Letter, shall have been paid (or will be paid with the proceeds of the DIP Loans), it being understood and agreed that the Fronting Lender shall be entitled to net such fees, costs and expenses from the proceeds of the funded DIP Loans.

S. No default or Event of Default shall exist or would result from such proposed funding or from the application of the proceeds therefrom.

T. Representations and warranties of the Loan Parties in the DIP Facility Documents shall be true and correct in all material respects (or in the case of representations and warranties with a "materiality" qualifier, true and correct in all respects (after giving effect to any qualification therein)) on and as of the date of such funding or issuance, except to the extent such representations and warranties expressly relate to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date.

U. The DIP Draw shall not violate any requirement of law, the violation of which constitutes or is reasonably expected to constitute a Material Adverse Effect, after giving effect to the Orders, and any other order of the Bankruptcy Court, and shall not be enjoined, temporarily, preliminarily or permanently.

V. The DIP Draw shall not result in the aggregate outstanding amount under the DIP Facility exceeding the amount authorized by the DIP Order.

W. The DIP Order, which shall be in form and substance reasonably satisfactory to DIP Agent and the Required DIP Creditors, shall be in full force and effect and shall not have been vacated, reversed, modified, amended or stayed in any respect.

X. [Reserved].

Y. None of the Chapter 11 Cases shall have been dismissed or converted to a chapter 7 case.

Z. No trustee under chapter 7 or chapter 11 of the Bankruptcy Code or examiner with enlarged powers beyond those set forth in section 1106(a)(3) and (4) of the Bankruptcy Code shall have been appointed in any of the Chapter 11 Cases.

AA. The DIP Agent shall have received, a borrowing notice five (5) business days prior to funding in the form set forth in the DIP Facility Documents.

BB. Satisfaction by the Debtors of all DIP Milestones (as defined herein) that were required under the DIP Facility Documents to have been satisfied as of the date of each borrowing.

CC. All material "first day" orders shall have been entered on a final basis and shall be reasonably satisfactory to the Required DIP Creditors.

Representations and Warranties: The DIP Facility Documents shall contain the following representations and warranties covering valid existence, compliance with law (including Official of Foreign Asset Control ("**OFAC**"), Foreign Corrupt Practices Act, etc.), requisite power, due authorization, approvals, no conflict with organizational documents, material agreements (to the extent enforceable postpetition) or applicable law, enforceability of the DIP Facility Documents, no default or an event of default under DIP Facility Documents after taking into account the funding under the DIP Facility, ownership of subsidiaries and property, material accuracy of financial statements and all other information and disclosure provided, absence of material adverse change, absence of material litigation, taxes, margin regulations, no burdensome restrictions, inapplicability of Investment Company Act, employee benefit plans and the Employee Retirement Income Security Act ("**ERISA**"), use of proceeds, insurance, labor matters, environmental matters, sanctioned persons, anti-corruption laws, Patriot Act, perfection and security interests, intellectual property and licenses, air carrier status, FAA slot utilization, deposit accounts, ownership of properties and liens, the Orders, the DIP liens, anti-financial crimes and the superpriority administrative expense claims.

Affirmative Covenants: The Loan Parties shall comply with the Orders.

The DIP Credit and Note Purchase Agreement will contain the following affirmative covenants, subject to ordinary course exceptions and other baskets, exceptions and thresholds to be mutually agreed:

A. Payment of taxes (other than taxes that are excused or stayed by an order of the Bankruptcy Court or as a result of the filing of the Chapter 11 Cases).

B. Preservation of existence.

C. Maintenance of properties.

D. Maintenance of insurance (including flood insurance solely to the extent that any real property secures the DIP Facility).

E. Compliance with laws (including ERISA and environmental laws), sanctions, anti-bribery, OFAC, PATRIOT Act, money-laundering and other anti-terrorism laws, etc.

F. Conduct of business.

G. Maintenance of and access to books and records and inspection rights.

H. Provision of additional collateral, guarantees and mortgages.

I. Delivery of certain reports and information.

J. Use of proceeds.

K. DIP Milestones.

L. Certain customary bankruptcy matters, including provision of material draft motions and pleadings (subject to customary limitations and exceptions) and Bankruptcy Court orders, motions and other filings being reasonably acceptable to the Required DIP Creditors.

M. Limitations on changes to fiscal year.

N. Delivery of notices of defaults under the DIP Facility and certain other events that would reasonably be expected to result in a Material Adverse Effect.

O. Upon request (but not more than once per week), commercial update calls with the advisors to the DIP Creditors or their representatives at a reasonable and mutually agreed time.

P. Regulatory cooperation; regulatory matters; citizenship; and utilization.

Q. Compliance with the cash management order reasonably acceptable to the Required DIP Creditors.

R. Further assurances and post-closing covenant (including post-closing obligations to obtain insurance endorsements naming the DIP Agent, on behalf of the DIP Creditors, as an additional insured and loss payee, as applicable, under all property and casualty insurance policies to be maintained with respect to the properties of the Loan Parties and their respective subsidiaries forming part of the DIP Collateral within twenty (20) business days after the Closing Date (or such later time as the Required DIP Creditors may agree)).

DIP Milestones: The Debtors shall comply with all milestones set forth in the Restructuring Support Agreement, as extended pursuant to the terms thereof (the "**DIP Milestones**"), unless waived by the Required DIP Creditors, it being understood and agree that such DIP Milestones shall be included in the DIP Credit and Note Purchase Agreement.

Negative Covenants: The DIP Credit and Note Purchase Agreement will contain the following negative covenants, subject to ordinary course exceptions and other baskets, exceptions and thresholds to be mutually agreed:

A. Limitations on liens (which shall include, for the avoidance of doubt, an exception permitting the liens securing any Specified Refinancing).

B. Limitations on loans and investments.

C. Limitations on debt and guarantees (which shall include, for the avoidance of doubt, an exception permitting any Specified Refinancing).

D. Limitations on fundamental changes.

E. Limitations on asset sales and dispositions (including sale-leasebacks and disposition of equity), other than any Specified Disposition; *provided* that any asset sale or disposition of DIP Collateral (other than any Specified Disposition) not in the ordinary course of business shall require the consent of the Required DIP Creditors.

F. Limitations on restricted payments, including dividends, redemptions and repurchases with respect to capital stock.

G. Limitations on material changes in business.

H. Limitations on transactions with affiliates.

I. Limitations on restrictions on distributions from subsidiaries, intercompany loans (and repayments), asset transfers or investments and granting of negative pledges.

J. Limitations on use of proceeds.

K. Limitations on accounting changes.

L. Limitations on cancellation of debt and prepayments, repayments, redemptions and repurchases of debt (other than any Specified Debt Repayment).

M. Limitation on change in business, structure, accounting, name and jurisdiction of organization or other fundamental changes.

N. Limitations on the formation and maintenance of subsidiaries.

O. Limitations on amendment of constituent documents, and on the termination or modification of, or entry into, material contracts, leases or other arrangements, in each case, in a manner that is materially adverse to the interests of the DIP Creditors (in their capacity as such).

P. Limitation on incurrence or existence of any claims entitled to a superpriority under section 364(c)(1) of the Bankruptcy Code other than those arising under the DIP Facility and the replacement liens and superpriority claims provided as adequate protection as set forth in the Orders, as applicable.

Q. Limitation on contracts and lease rejections or assumptions in each case, in a manner that is materially adverse to the interests of the DIP Creditors (in their capacities as such), in each case, without prior written consent of the Required DIP Creditors.

For the avoidance of doubt and notwithstanding anything to the contrary herein, the negative covenants applicable to the DIP Facility shall not contain exceptions based on an "available amount" or like concept or "unrestricted subsidiary" or like concept.

Financial Covenants:

The DIP Facility will contain the following financial covenants:

Variance Covenant. As of the last date of each Test Period, commencing with the fourth full week after the Petition Date, (1) the unfavorable variance (as compared to the Approved Budget) of the cumulative operating cash receipts of the Debtors (other than (a) all cash receipts from the proceeds of any Specified Disposition and (b) all cash receipts from the proceeds of any refinancing of any debt set forth in Annex B hereto (such refinancings, collectively, the "**Specified Refinancings**") shall not exceed 20% and (2) the unfavorable variance (as compared to the Approved Budget) of the cumulative operating disbursements (other than (i) all professional fees, including professional fees and expenses incurred by the Debtors, the DIP Agent, the advisors to the Ad Hoc Secured Notes Group, the advisors to the Ad Hoc Convertible Noteholders Group, the Revolving Agents, the U.S. Trustee and any statutory committee that are owed and payable by the Debtors and (ii) all disbursements in respect of any Specified Debt Repayment and any Specified Refinancing) shall not exceed 20%, in each case, based on a rolling four-week period (collectively, the "**Permitted Variances**"). "**Test Period**" shall mean (i) initially, the period ending on the last day of the fourth full calendar week after the Petition Date and (ii) thereafter, each four week period ending on the last day of each subsequent week thereafter.

Minimum Liquidity Covenant. As of the last day of any week following the Closing Date, minimum free cash on hand (including, for the avoidance of doubt, the proceeds of the DIP Facility) of the Debtors ("**Liquidity**") to be no less than $550.0 million.

Budget and Reporting Requirements:

The Company shall provide: (i) on or prior to the Thursday of each week, Approved Budget variance reports on a line-item basis and Liquidity reports, in each case, for the preceding rolling four calendar weeks (provided that, (x) the first such variance report shall only include a comparison for the preceding calendar week, (y) the second such variance report shall only include a comparison for the preceding two calendar weeks and (z) the third such variance report shall only include a comparison for the preceding three calendar weeks) and a computation of Liquidity as of the preceding calendar week-end; (ii) on or prior to Thursday of every fourth week, an updated forecast on a rolling 13-week basis, in form and substance reasonably satisfactory to the Required DIP Creditors in their sole discretion, which shall become the then Approved Budget upon approval by Required DIP Creditors in their sole discretion (and to the extent any updated budget is not approved by the Required DIP Creditors, the Approved Budget that is then in effect shall continue to constitute the Approved Budget for purposes of the DIP Facility); and (iii) on or prior to Thursday of the first full week of each month, monthly flash P&L for the most recently completed available month with commentary on variance to Project Bravo business plan, key updates on routes added or subtracted and key performance indicators, including ASMs, RPMs, load factor, TRASM/CASM/CASM Ex-Fuel, block hours, average daily utilization/block hours, average cost per fuel gallon, average aircraft (total), average aircraft (ATS), average AOGs, flight hours, departures, passenger flight

segments, fare revenue per passenger flight segment, non-ticket revenue per passenger flight segment, average stage length, fuel gallons consumed, and commentary on trends and key drivers in respect of fare and non-fare metrics and opex break-outs, the first delivery of which shall be required on the first such Thursday after the Closing Date.

Events of Default:

The DIP Facility Documents will contain the following events of default (each, an "**Event of Default**"):

A. failure to pay principal, interest or any other amount when due, subject in the case of payment of interest or any other amount (but not principal), to a three (3) business day grace period;

B. representations and warranties incorrect in any material respect when made or deemed made;

C. failure to comply with affirmative covenants (subject to a ten (10) business day grace period for failure to comply with affirmative covenants (other than the affirmative covenants listed in clauses (B), (J), (K), (N) (solely to the extent a responsible officer of the Borrower had actual knowledge of the applicable default or other event and its obligation to deliver such notice pursuant to such clause (N)) and (Q) above)), negative covenants and/or financial covenants (subject to a two (2) business day grace period with respect to any failure to deliver any variance report as and when required);

D. cross default to other indebtedness in excess of $50.0 million (other than any indebtedness the payment of which is stayed as a result of the filing of the Chapter 11 Cases);

E. failure to comply with DIP Milestones;

F. unstayed judgments or postpetition judgments arising from postpetition obligations in excess of $50.0 million after applying proceeds from any applicable insurance policies;

G. commencement of ancillary insolvency proceedings in applicable foreign jurisdictions with respect to any Debtor and the entry of applicable recognition, administrative and substantive orders by the applicable court, in each case without prior consent of the Required DIP Creditors;

H. the occurrence of ERISA events (or foreign equivalent), environmental event or other similar reportable events that are not stayed and that result in a claim in excess of $50.0 million;

I. actual or asserted (by any Loan Party or any affiliate thereof) invalidity or impairment of any material DIP Facility Document (including the failure of any lien to remain perfected liens pursuant to the DIP Order);

J. change of control;

K. (i) the entry of an order dismissing any of the Chapter 11 Cases or converting any of the Chapter 11 Cases to a case under chapter 7 of the Bankruptcy Code;

(ii) the entry of an order appointing a chapter 11 trustee or a responsible officer having expanded powers, or similar person, in any of the Chapter 11 Cases;

(iii) the entry of an order staying, reversing, vacating or otherwise modifying any of the Orders, in each case, in a manner adverse in any respect to the DIP Agent or any DIP Creditor;

(iv) the entry of an order in any of the Chapter 11 Cases appointing an examiner having expanded powers (beyond those set forth under sections 1106(a)(3) and (4) of the Bankruptcy Code);

(v) the entry of an order in any of the Chapter 11 Cases confirming a plan that is inconsistent with the Restructuring Support Agreement;

(vi) the entry of an order in any of the Chapter 11 Cases granting adequate protection to any other person other than as set forth in the Orders;

(vii) the entry of an order in any of the Chapter 11 Cases denying or terminating use of cash collateral by the Loan Parties or imposing any additional conditions thereon;

(viii) the entry of a final, non-appealable order in any of the Chapter 11 Cases charging any of the DIP Collateral under section 506(c) of the Bankruptcy Code against the DIP Agent, any DIP Creditor or the Loyalty Notes Holders;

(ix) other than the Orders, the entry of an order in any of the Chapter 11 Cases seeking authority to use cash collateral or to obtain financing under section 364 of the Bankruptcy Code;

(x) the entry of a final, non-appealable order in any of the Chapter 11 Cases granting relief from any stay of proceeding (including, without limitation, the automatic stay) so as to allow a third party to (i) proceed against any assets of the Loan Parties in excess of $50.0 million in the aggregate or (ii) pursue other actions that would have a Material Adverse Effect on the Debtors or their estates;

(xi) the filing of any pleading by any Loan Party seeking, or otherwise consenting to, any of the matters set forth in clauses (i) through (x) above;

(xii) the Loan Parties or any of their subsidiaries, or any person claiming by or through the Loan Parties or any of their subsidiaries, shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against the DIP Agent, any of the DIP Creditors or any Loyalty Notes Holders and their respective rights, remedies and claims under or related to the DIP Facility or the Orders in any of the Chapter 11 Cases or inconsistent with the DIP Facility Documents and the Orders, including with respect to the Debtors' stipulations, admissions, agreements and releases contained in the applicable Orders;

(xiii) filing of a chapter 11 plan or disclosure statement that is not reasonably acceptable to the Required DIP Creditors in their sole discretion;

(xiv) entry of an order or filing of any document by any of the Debtors in any of the Chapter 11 Cases granting or seeking to grant, other than in respect of the DIP Facility and the Carve-Out or as otherwise permitted under the applicable DIP Facility Documents or the Orders, any superpriority administrative expense claim status in the Chapter 11 Cases pursuant to section 364(c)(1) of the Bankruptcy Code *pari passu* with or senior to the claims of the DIP Agent and the DIP Creditors under the DIP Facility or secured by liens *pari passu* with or senior to the liens securing the Loyalty Notes Obligations or the adequate protection liens granted to the Loyalty Notes Holders;

(xv) any of the Loan Parties or any of their subsidiaries shall seek, support (including by filing a pleading in support thereof) or fail to contest in good faith any of the matters set forth in clauses (i) through (xiv) above;

(xvi) the termination of the Restructuring Support Agreement; or

(xvii) additional customary events of default relating to the Chapter 11 Cases;

L. The making of any payments in respect of prepetition obligations other than (i) as permitted by the Orders, (ii) as permitted by any "first day" orders reasonably satisfactory to the Required DIP Creditors, (iii) as set forth under the Approved Budget (subject to Permitted Variances) or (iv) approved by the Required DIP Creditors in their sole discretion;

M. The Loan Parties or any of their subsidiaries shall fail to comply with the terms of any of the Orders;

N. The Loan Parties or any of their subsidiaries, or any person claiming by or through the Loan Parties or any of their subsidiaries shall obtain court authorization to commence, or shall commence, join in, assist or otherwise participate as an adverse party in any suit or other proceeding against the agents under the Prepetition Facilities or any of the lenders or creditors under the Prepetition Facilities relating to the Prepetition Facilities, in their capacities as such;

O. Without the consent of the Required DIP Creditors, any Debtor shall file (or fail to oppose) any motion seeking an order authorizing the sale of all or substantially all of the assets of the Loan Parties;

P. [Reserved];

Q. the Bankruptcy Court shall enter an order denying, terminating or modifying (i) the Debtors' exclusive plan filing and plan solicitation periods under section 1121 of the Bankruptcy Code or (ii) the exclusive right of any Debtor to file a chapter 11 plan pursuant to section 1121 of the Bankruptcy Code, unless such order was entered as a result of a request by, or received support from the Required DIP Creditors; or

R. without the consent of the Required DIP Creditors, the Bankruptcy Court enters an order approving a sale transaction.

Upon the occurrence and during the continuation of a DIP Termination Event, without further application, notice, hearing or order of the Bankruptcy Court, the automatic stay under section 362 of the Bankruptcy Code shall automatically be deemed vacated and modified to the extent necessary to permit the DIP Agent (acting at the direction of the Required DIP Creditors under the DIP Facility Documents) to deliver a written notice (which may be via electronic mail) to counsel for the Debtors, the U.S. Trustee and counsel for the Creditors' Committee to declare the occurrence of a DIP Termination Event (such date, the "**DIP Termination Declaration Date**") and (i) terminate, reduce or restrict the DIP Commitments (to the extent any such commitment remains), (ii) accelerate and declare all DIP Facility Obligations to be immediately due and payable, (iii) terminate the DIP Facility and the DIP Facility Documents as to any further liability or obligation thereunder, but without affecting the DIP Liens, the DIP superpriority claims or the DIP Facility Obligations, (iv) terminate, restrict or revoke the ability of the Debtors to use Cash Collateral, (v) charge interest at the default rate set forth in the DIP Facility Documents, and/or (vi) upon at least 5 business days' notice from and after the DIP Termination Declaration Date (the "**Remedies Notice Period**"), exercise or enforce any rights and remedies against the DIP Collateral as set forth in the DIP Facility Documents or under applicable law (subject to any applicable intercreditor provisions set forth in the DIP Order and the relative rights and priorities set forth in the DIP Order); *provided*, *however*, that the Debtors and the Creditor's Committee (if appointed) may, during such period, be entitled to seek emergency relief before the Bankruptcy Court, subject to the Bankruptcy Court's availability ("**Emergency Motion**") (in which case, the Remedies Notice Period shall automatically extend until the Bankruptcy Court's adjudication of such Emergency Motion). Unless the Bankruptcy Court orders otherwise, upon the expiration of the Remedies Notice Period the automatic stay shall automatically be deemed terminated, without further notice, hearing or order of the Bankruptcy Court, and the DIP Agent (acting at the instruction of the Required DIP Creditors under the DIP Facility Documents) shall be permitted to exercise all remedies set forth in the DIP Order and in the DIP Facility Documents or applicable law, and the Debtors' right to use any Cash Collateral that constitutes Pre-Petition Secured Notes Collateral shall immediately cease.

Right to Credit Bid: Subject to the terms of the DIP Order, to the extent provided in section 363(k) of the Bankruptcy Code and applicable law, the DIP Agent, or any assignee or designee of the DIP Agent, acting at the direction of the Required DIP Creditors and on behalf of the DIP Creditors, shall have the right to credit bid up to the full amount of the DIP Facility Obligations in the sale of any of the Debtors' assets, including pursuant to (i) Bankruptcy Code section 363, (ii) a plan of reorganization or a plan of liquidation under Bankruptcy Code section 1129 or (iii) a sale or disposition by a chapter 7 trustee for any Debtor under Bankruptcy Code section 725. The DIP Agent and the DIP Creditors shall have the absolute right to assign, sell or otherwise dispose of their respective rights to credit bid in connection with any credit bid by or on behalf of the DIP Agent and/or the DIP Creditors to any acquisition entity or joint venture formed in connection with such bid.

Expenses and Indemnification:

The Borrower and each Guarantor shall jointly and severally pay or reimburse the reasonable and documented fees and out-of-pocket costs and expenses incurred by (i) the DIP Agent (including the fees and out-of-pocket costs and expenses of Schulte Roth & Zabel LLP), (ii) the Fronting Lender (including the fees and out-of-pocket costs and expenses of Dentons US LLP), (iii) the Ad Hoc Group of Senior Secured Noteholders (including the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Senior Secured Noteholder Advisors) and (iv) the Ad Hoc Group of Convertible Noteholders (but limited to the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Convertible Noteholders Advisors incurred through the date of the termination of the Restructuring Support Agreement as to the Consenting Convertible Noteholders; *provided* that this parenthetical will not apply to Consenting Convertible Noteholders in their capacity as DIP Creditors), in each case, in connection with (i) the Chapter 11 Cases generally, (ii) the preparation, negotiation and execution of the DIP Facility Documents, (iii) the funding of the DIP Facility, (iv) the creation, perfection or protection of the liens under the DIP Facility Documents (including all search, filing and recording fees) and (v) the on-going administration of the DIP Facility Documents (including the preparation, negotiation and execution of any amendments, consents, waivers, assignments, restatements or supplements thereto).

The Borrower and each Guarantor shall jointly and severally pay or reimburse the reasonable and documented fees and out-of-pocket costs and expenses incurred by (i) the DIP Agent (including the fees and out-of-pocket costs and expenses of Schulte Roth & Zabel LLP), (ii) the Ad Hoc Group of Senior Secured Noteholders (including the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Senior Secured Noteholder Advisors) and (iii) the Ad Hoc Group of Convertible Noteholders (but limited to the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Convertible Noteholders Advisors incurred through the date of the termination of the Restructuring Support Agreement as to the Consenting Convertible Noteholders; *provided* that this parenthetical will not apply to Consenting Convertible Noteholders in their capacity as DIP Creditors), in each case, incurred in connection with (i) the enforcement of the DIP Facility Documents, (ii) any refinancing or restructuring of the DIP Facility in the nature of a "work-out" and/or (iii) any legal proceeding relating to or arising out of the DIP Facility or the other transactions contemplated by the DIP Facility Documents.

The DIP Facility Documents will contain customary indemnification provisions by the Borrower and each Guarantor (jointly and severally) in favor of (i) the DIP Agent (including the fees and out-of-pocket costs and expenses of Schulte Roth & Zabel LLP), (ii) the Ad Hoc Group of Senior Secured Noteholders (including the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Senior Secured Noteholder Advisors) and (iii) the Ad Hoc Group of Convertible Noteholders (including the fees and out-of-pocket costs and expenses of the Ad Hoc Group of Convertible Noteholders Advisors) and each of their respective affiliates, successors and assigns and the respective partners, officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing and attorneys and representatives of each of the foregoing (each, an "**Indemnified Person**") (but, in the case of an Indemnified Person that is a member of the Ad Hoc Group of Convertible Noteholders and affiliates, successors and assigns and the respective partners, officers, directors, employees, agents, advisors, controlling persons and members of each of the foregoing and attorneys and representatives thereof, limited to the fees

and out-of-pocket costs and expenses of such Indemnified Person incurred through the date of the termination of the Restructuring Support Agreement as to the Consenting Convertible Noteholders; *provided* that this parenthetical will not apply to Consenting Convertible Noteholders in their capacity as DIP Creditors); *provided* that no Indemnified Person will be indemnified for any losses, claims, damages, liabilities, or related expenses to the extent determined by a final, non-appealable judgment of a court of competent jurisdiction to have been incurred solely by reason of the gross negligence or willful misconduct of such Indemnified Person.

The payment of all professional fees and expenses shall be made without the necessity of filing fee applications with the Bankruptcy Court or compliance with the U.S. Trustee's guidelines and shall not be subject to further application to or approval of the Bankruptcy Court; provided, however, each such professional shall provide summary copies of its invoices (which may be redacted or modified to the extent necessary to delete any information subject to the attorney-client privilege, any information constituting attorney work product, or any other confidential information, and the provision of their invoices shall not constitute any waiver of the attorney-client privilege or of any benefits of the attorney work product doctrine) to counsel to the Debtors, the U.S. Trustee, and counsel to the Creditors' Committee (collectively, the "**Review Parties**"). Any objections raised by any Review Party with respect to such invoices must be in writing and state with particularity the grounds therefor and must be submitted to the affected professional within ten (10) calendar days after delivery of such invoices to the Review Parties (such ten (10) day calendar period, the "**Review Period**"). If no written objection is received prior to the expiration of the Review Period from the Review Parties, the Debtors shall promptly pay such invoices following the expiration of the Review Period. If an objection is received within the Review Period from the Review Parties, the Debtors shall promptly pay the undisputed amount of the invoice, and the disputed portion of such invoice shall not be paid until such dispute is resolved by agreement between the affected professional and the objecting party or by order of this Court.

The Borrower and each Guarantor agree jointly and severally to pay or reimburse the Fronting Lender for all reasonable and documented out-of-pocket costs and expenses incurred by the Fronting Lender (including the fees and out-of-pocket costs and expenses of Dentons US LLP) as set forth in a letter agreement between the Borrower and the Fronting Lender (the "**Fronting Fee Letter**").

Assignments and Participations: The DIP Lenders and DIP Note Purchasers may assign all or any part of the DIP Loans and DIP Notes, as applicable, or the DIP Commitments from time to time with the consent of the Borrower, which consent shall not be unreasonably withheld, conditioned or delayed; *provided* that no consent of the Borrower shall be required (i) during the continuance of an Event of Default, (ii) for any assignment to a DIP Lender or DIP Note Purchaser, an Affiliate of a DIP Lender or DIP Note Purchaser, an Approved Fund or any other person that has become a party to the Restructuring Support Agreement pursuant to the terms thereof or (iii) for any assignment by the Fronting Lender of DIP Loans to any Commitment Party that elected to fund its DIP Commitment through providing DIP Loans or any Affiliate or Approved Fund thereof (the "**Initial Syndication**"). The parties to each assignment (including any assignment by the Fronting Lender of DIP Loans and/or DIP Notes) shall execute and deliver to the DIP Agent an assignment agreement in the form attached hereto as Exhibit B (an "**Assignment Agreement**"). Any Assignment Agreement by the

Fronting Lender of DIP Loans and/or DIP Notes shall be accepted and recorded by the DIP Agent in accordance with the terms of the DIP Facility Documents. Subject to receipt and recording thereof by the DIP Agent, from and after the date specified in the applicable Assignment Agreement, the assignee thereunder shall be a party to the DIP Credit and Note Purchase Agreement and, to the extent of the interest assigned by such Assignment Agreement, have the rights and obligations of a DIP Lender or DIP Note Purchaser, as appliable, thereunder, and the assigning DIP Lender or DIP Note Purchaser, as applicable, thereunder shall, to the extent of the interest assigned under such Assignment Agreement, be released from its obligations thereunder. The DIP Agent shall receive a processing and recordation fee of $3,500 in connection with each assignment (it being understood that such fee shall only be required to be paid once with respect to a block of trades by any DIP Creditor and/or Affiliate or Approved Fund thereof), except with respect to any assignment to a DIP Lender or DIP Note Purchaser, an Affiliate of a DIP Lender or DIP Note Purchaser, an Approved Fund or any other person that has become a party to the Restructuring Support Agreement pursuant to the terms thereof, or in connection with any assignment by the Fronting Lender of DIP Loans. The minimum assignment amount shall be $250,000 (or if less than $250,000, the total amount held by such assigning DIP Lender or DIP Note Purchaser), provided that no minimum assignment amount shall be required in respect of any assignment by the Fronting Lender of DIP Loans or DIP Notes. As used herein, the term "**Approved Fund**" means, with respect to any DIP Lender or DIP Note Purchaser, any Person (other than a natural person) that is engaged in making, purchasing, holding or otherwise investing in commercial loans or notes and similar extensions of credit in the ordinary course of its activities that is administered, advised or managed by (a) such DIP Lender or such DIP Note Purchaser, (b) an Affiliate of such DIP Lender or such DIP Note Purchaser or (c) an entity or an Affiliate of an entity that administers, advises or manages such DIP Lender or such DIP Note Purchaser.

No assignment of DIP Loans, DIP Notes or DIP Commitments shall be permitted unless the applicable assignee executes and agrees to be bound by the Restructuring Support Agreement and the transactions contemplated therein. For the avoidance of doubt, the Fronting Lender shall not be required to execute or agree to be bound by the Restructuring Support Agreement and the transactions contemplated therein.

Amendments: Amendments, consents, waivers, supplements or other modifications to DIP Facility Documents shall require the prior written consent of DIP Creditors holding greater than 50.01% of outstanding DIP Loans and DIP Notes and unfunded DIP Commitments in effect at such time (the "**Required DIP Creditors**").

Notwithstanding the foregoing: (a) any amendment, consent, waiver, supplement or modification to any DIP Facility Document that (i) increases the DIP Commitments of any DIP Lender or DIP Note Purchaser, (ii) decreases the amount of or postpones the payment of any scheduled principal, interest or fees payable to any DIP Creditor, (iii) altering the pro rata nature of disbursements by or payments to DIP Creditors or the application of mandatory prepayments in this DIP Term Sheet, (iv) amends or modifies the definition of "Required DIP Creditors" or any provision of this section "Amendments", (v) releases all or substantially all of the value of the guarantees by the Guarantors, or (vi) releases the security interest in all or substantially all of the DIP Collateral other than in connection with a disposition approved by an order of the Bankruptcy Court with the prior written consent of the Required DIP Creditors,

	in each case, shall require the written consent of each DIP Creditor directly and adversely affected thereby and (b) no amendment, consent, waiver, supplement or other modification shall amend, modify or otherwise affect the rights or obligations of, or any provision for the benefit of, or duties of the DIP Agent without the prior written consent of the DIP Agent. In addition, the (x) subordination of the DIP Liens to liens securing any other debt and/or (y) subordination of any DIP Facility Obligations in right of payment to the payment of any other debt, in each case, shall require the consent of each DIP Creditor directly and adversely affected thereby; provided that, notwithstanding the foregoing, the DIP Liens may be subordinated to liens securing such other debt and/or the DIP Facility Obligations may be subordinated in right of payment to such other debt, in each case, solely to the extent that such debt is provided by one or more existing DIP Creditors and each other DIP Creditor is offered a bona fide right to provide its pro rata share of such other debt on not less than five (5) Business Days' notice.
Miscellaneous:	The DIP Facility Documents will include the following (in each case consistent with the Documentation Principles and customary for debtor in possession financings of this type) (i) standard yield protection provisions (including, without limitation, provisions relating to compliance with risk-based capital guidelines, increased costs (including the Dodd-Frank Act and Basel III related gross-ups notwithstanding the date of enactment of the applicable law or regulation thereunder, subject to prompt notice requirements) and payments free and clear of withholding taxes (subject to customary qualifications)), (ii) waivers of consequential damages and jury trial and (iii) customary agency, set-off and sharing language.
Governing Law and Submission to Exclusive Jurisdiction:	State of New York (and, to the extent applicable, the Bankruptcy Code and Bankruptcy Court), without giving effect to any conflicts of laws provision that would dictate the application of another jurisdiction's laws. The Debtors submit to the exclusive jurisdiction of the Bankruptcy Court and waive any right to trial by jury.
DIP Order Governs:	Notwithstanding anything to the contrary in any DIP Facility Documents, the provisions of the DIP Facility Documents shall be subject to the terms of the DIP Order. In the event of a conflict between the terms of the DIP Order and the DIP Facility Documents, the terms of the DIP Order shall govern and control.

ANNEX A-1

Senior Secured Debtor in Possession Facility

Interest Rates and Fees

Interest Rates:	At the option of the Borrower, DIP Loans and DIP Notes will bear interest at a rate per annum equal to (a) Term SOFR plus 7.00% per annum or (b) Alternate Base Rate plus 6.00% per annum. Interest shall be payable in cash. Interest shall be calculated on the basis of the actual number of days elapsed in a 360-day year. Interest shall be payable in arrears on the last Business Day of each month, regardless of whether interest accrues based on Term SOFR or the Alternate Base Rate.
Put Option Premium:	3.00% of the DIP Commitments, payable in-kind on the Closing Date (the "**Put Option Premium**").
Default Rate:	2.00% per annum at all times automatically following the occurrence and during the continuation of a payment Event of Default under the DIP Facility.
Definitions:	Each capitalized term used in this Annex A-1 that is not defined in this Annex A-1 has the meaning assigned to such term in Annex A-2, unless such term is otherwise defined in this DIP Term Sheet.

ANNEX A-2

Senior Secured Debtor in Possession Facility

Certain Definitions

"**Alternate Base Rate**" shall mean, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the sum of the Federal Funds Effective Rate in effect on such day plus ½ of 1% and (c) the sum of the Term SOFR for a one-month tenor in effect on such day plus 1%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or the Term SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or the Term SOFR, respectively.

"**Business Day**" shall mean any day other than a Saturday, Sunday or other day on which commercial banks in New York City, or Wilmington, Delaware are required or authorized to remain closed; *provided*, *however*, that when used in connection with the borrowing or repayment of DIP Loans and/or DIP Notes that bear interest at a rate based on Term SOFR, the term "Business Day" shall mean any U.S. Government Securities Business Day.

"**Federal Funds Effective Rate**" shall mean, for any day, the weighted average (rounded upwards, if necessary, to the next 1/100 of 1%) of the rates on overnight Federal funds transactions with members of the Federal Reserve System arranged by Federal funds brokers, as published on the next succeeding Business Day by the Federal Reserve Bank of New York, or, if such rate is not so published for any day that is a Business Day, the average (rounded upwards, if necessary, to the next 1/100 of 1%) of the quotations for such day for such transactions received by the DIP Agent from three Federal funds brokers of recognized standing selected by it; *provided* that, if the Federal Funds Effective Rate shall be less than the Floor, such rate shall be deemed to be the Floor.

"**Floor**" shall mean 0.0% per annum.

"**Interest Period**" shall mean, as to any borrowing of DIP Loans and/or issuance of DIP Notes that bear interest at a rate based on Term SOFR, the period commencing on the date of such borrowing or issuance (including as a result of a conversion of DIP Loans and/or DIP Notes that bear interest at a rate based on the Alternate Base Rate to a rate based on Term SOFR) or on the last day of the preceding Interest Period applicable to such borrowing or issuance and ending on (but excluding) the numerically corresponding day (or if there is no corresponding day, the last day) in the calendar month that is one month thereafter; *provided* that if any Interest Period would end on a day which shall not be a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day.

"**Prime Rate**" shall mean the rate of interest last quoted by *The Wall Street Journal* as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the "bank prime loan" rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by Administrative Agent) or any similar release by the Federal Reserve Board (as determined by Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

"**SOFR**" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"**SOFR Administrator**" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate).

"**Term SOFR**" means:

(a) for any calculation with respect to DIP Loans and DIP Notes that bear interest a rate based on Term SOFR, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the "**Periodic Term SOFR Determination Day**") that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; *provided*, *however*, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date (to be defined in the DIP Credit and Notes Purchase Agreement) with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to DIP Loans and DIP Notes that bear interest a rate based on the Alternate Base Rate, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the "**ABR Term SOFR Determination Day**") that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; *provided*, *however*, that if as of 5:00 p.m. (New York City time) on any ABR Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such ABR SOFR Determination Day;

provided that if Term SOFR as so determined shall ever be less than the Floor, then Term SOFR shall be deemed to be the Floor.

"**Term SOFR Administrator**" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the DIP Creditors in their reasonable discretion).

"**Term SOFR Reference Rate**" means the forward-looking term rate based on SOFR.

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

ANNEX B

Senior Secured Debtor in Possession Facility

Specified Refinancings

The repayment or other replacement of the Company's 2015-1 EETC Class B debt and 2017-1 EETC Class B debt and issuance of refinancing or replacement EETC debt secured by the same underlying aircraft as such 2015-1 EETC Class B debt and 2017-1 EETC Class B debt.

ANNEX C

Senior Secured Debtor in Possession Facility

Specified Dispositions and Specified Debt Repayments

Aircraft Dispositions and Related Estimated Debt Repayment:

	TYPE	BUILD YEAR	TAIL	ESTIMATED DEBT AT SALE DATE
1	A320	2014	632	$ 7.6
2	A320	2018	694	$ 19.3
3	A320	2015	638	$ 8.3
4	A321	2015	657	$ 10.3
5	A321	2015	658	$ 10.3
6	A320	2017	650	$ 15.5
7	A320	2019	696	$ 20.0
8	A320	2017	647	$ 17.6
9	A321	2017	681	$ 22.3
10	A320	2019	695	$ 19.3
11	A321	2017	674	$ 19.6
12	A320	2015	639	$ 10.6
13	A321	2017	675	$ 17.4
14	A320	2017	649	$ 14.8
15	A320	2015	640	$ 10.6
16	A321	2017	678	$ 17.5
17	A320	2018	693	$ 18.6
18	A320	2018	692	$ 20.3
19	A321	2017	682	$ 22.3
20	A320	2018	691	$ 21.6
21	A321	2017	673	$ 17.1
22	A320	2015	642	$ 10.5
23	A320	2015	641	$ 9.8