

Hearing Date and Time: 11:00 a.m.¹ on December 17, 2024
Objection Deadline: 4:00 p.m. on December 10, 2024

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Proposed Counsel to the Debtors and Debtors in Possession

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

In re:

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

Debtors.²**

Chapter 11

Case No. 24-11988 (SHL)

Jointly Administered

**NOTICE OF HEARING ON APPLICATION OF
DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF EPIQ CORPORATE RESTRUCTURING, LLC
AS ADMINISTRATIVE AGENT, EFFECTIVE AS OF THE PETITION DATE**

PLEASE TAKE NOTICE that, on December 3, 2024, the above-captioned debtors and debtors in possession (the “**Debtors**”) filed the *Application of Debtors for Entry of an Order Authorizing the Employment and Retention of Epiq Corporate Restructuring, LLC as Administrative Agent, Effective as of the Petition Date* (the “**Application**”).

PLEASE TAKE FURTHER NOTICE that a hearing (the “**Hearing**”) has been scheduled for **11:00 a.m. on December 17, 2024**, before the Honorable Sean H. Lane, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”), to consider the relief requested in the Application.

PLEASE TAKE FURTHER NOTICE that the Hearing will be conducted via Zoom for Government. Parties wishing to appear at or attend the Hearing (whether “live” or “listen only”)

¹ All times herein are expressed in prevailing Eastern Time.

² The Debtors’ names and last four digits of their respective employer identification numbers are as follows: Spirit Airlines, Inc. (7023); Spirit Finance Cayman 1 Ltd. (7020); Spirit Finance Cayman 2 Ltd. (7362); Spirit IP Cayman Ltd. (4732); and Spirit Loyalty Cayman Ltd. (4752). The Debtors’ mailing address is 1731 Radiant Drive, Dania Beach, FL 33004.

are required to register their appearance at <https://ecf.nysb.uscourts.gov/cgi-bin/nysbAppearances.pl> by **4:00 p.m. on December 16, 2024**. Instructions and additional information about the Court's remote attendance procedures can be found at <https://www.nysb.uscourts.gov/ecourt-appearances>. The Court will circulate by email the Zoom link to the Hearing to those parties who properly made an electronic appearance prior to the Hearing.

PLEASE TAKE FURTHER NOTICE that the Hearing may be continued or adjourned from time to time by an announcement of the adjourned date or dates at the Hearing or a later hearing or by filing a notice with the Court.

PLEASE TAKE FURTHER NOTICE that responses or objections to the relief requested at the Hearing shall be (a) in writing, in English, and in text-searchable format, (b) filed with the Court electronically, and (c) served on the Debtors and the Notice Parties (as defined in the Application) so as to be received no later than **4:00 p.m. on December 10, 2024** (the "**Objection Deadline**"), in each case, in accordance with the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the Local Bankruptcy Rules for the Southern District of New York (the "**Local Rules**"), and the Court's Chambers' Rules (available at <https://www.nysb.uscourts.gov/content/judge-sean-h-lane>), to the extent applicable.

PLEASE TAKE FURTHER NOTICE that all objecting parties are required to attend the Hearing, and failure to appear may result in relief being granted upon default.

PLEASE TAKE FURTHER NOTICE that, if no responses or objections are timely filed and served with respect to the Application, the Debtors may, on or after the Objection Deadline, submit to the Court an order, substantially in the form of the proposed order attached to the Application, under certification of counsel or certification of no objection, which order may be entered by the Court without further notice or opportunity to be heard.

PLEASE TAKE FURTHER NOTICE that copies of the Application and any other document filed publicly in the above-captioned proceedings are available free of charge at <https://dm.epiq11.com/SpiritGoForward>.

Dated: December 3, 2024
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ Darren S. Klein

450 Lexington Avenue

New York, NY 10017

Tel.: (212) 450-4000

Marshall S. Huebner

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Proposed Counsel to the Debtors and Debtors in Possession

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

In re:

SPIRIT AIRLINES, INC., et al.,

Debtors.¹

Chapter 11

Case No. 24-11988 (SHL)

(Jointly Administered)

Hearing Date:

December 17, 2024 at 11:00 a.m. (ET)

Objection Deadline:

December 10, 2024 at 4:00 p.m. (ET)

**APPLICATION OF DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF EPIQ CORPORATE RESTRUCTURING, LLC
AS ADMINISTRATIVE AGENT, EFFECTIVE AS OF THE PETITION DATE**

The debtors in possession (collectively, the “**Debtors**”) in the above-captioned cases (the “**Chapter 11 Cases**”) hereby file this application (this “**Application**”) and respectfully state as follows:

RELIEF REQUESTED

1. By this Application, and pursuant to section 327(a) of title 11 of the United States Code (the “**Bankruptcy Code**”), rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rules 2014-1 and 2016-1 of the Local Rules for the United States Bankruptcy Court for the Southern District of New York (the “**Local Rules**”), the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “**Proposed Order**”), authorizing the employment and retention of Epiq Corporate Restructuring, LLC (“**Epiq**”) as administrative agent (“**Administrative Agent**”) in these Chapter 11 Cases, effective as of the Petition Date (as defined below), in accordance with the Standard Services

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Spirit Airlines, Inc. (7023), Spirit Finance Cayman 1, Ltd. (7020), Spirit Finance Cayman 2, Ltd. (7362), Spirit IP Cayman Ltd. (4732), and Spirit Loyalty Cayman Ltd. (4752). The Debtors’ mailing address is 1731 Radiant Drive, Dania Beach, FL 33004.

Agreement dated November 2, 2024, between the Debtors and Epiq, attached hereto as **Exhibit C** (the “**Services Agreement**”).

2. In support of this Application, the Debtors rely on and incorporate by reference the *Declaration of Fred Cromer in Support of the Chapter 11 Proceedings and First Day Pleadings* [ECF No. 2] the “**First Day Declaration**”), filed on the Petition Date, and (b) the *Declaration of Kathryn Tran in Support of Application of Debtors’ for Entry of an Order Authorizing the Employment and Retention of Epiq Corporate Restructuring, LLC as Administrative Agent Effective as of the Petition Date*, attached hereto as **Exhibit B** (the “**Tran Declaration**”). In further support of this Application, the Debtors respectfully represent as follows:

JURISDICTION AND VENUE

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

4. 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 Application. Venue of the Chapter 11 Cases and related proceedings is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

BACKGROUND

5. On November 18, 2024, Debtor Spirit Airlines, Inc. filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On November 25, 2024, Spirit Airlines, Inc.’s subsidiaries filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.² The

² As used herein, “**Petition Date**” refers to the date of commencement of the Chapter 11 Cases with respect to the applicable Debtor.

Debtors remain in possession of their property and continue to operate and manage their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Chapter 11 Cases are being jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b), as ordered by the Court [ECF No. 121].

6. On the Petition Date, the Debtors filed an application for authorization to retain Epiq to serve as the claims and noticing agent in these Chapter 11 Cases under 28 U.S.C. § 156(c) [ECF No. 3] (the “**Section 156(c) Application**”), with respect to which this Court entered the *Order (A) Authorizing and Approving the Appointment of Epiq Corporate Restructuring, LLC as Claims and Noticing Agent to the Debtors and (B) Granting Related Relief* [ECF No. 50] (the “**Section 156(c) Order**”) on November 20, 2024. Given that the administration of these Chapter 11 Cases will require Epiq to perform duties outside the scope of 28 U.S.C. § 156(c), the Debtors supplement the Section 156(c) Application with this Application.

7. On November 29, 2024, the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”) appointed an Official Committee of Unsecured Creditors (the “**Committee**”) pursuant to section 1102 of the Bankruptcy Code [ECF No. 133]. No request has been made for the appointment of a trustee or examiner.

8. Spirit is a leading commercial airline committed to delivering value to its guests by offering an enhanced travel experience with flexible, affordable options. Spirit employs over 21,000 direct employees and independent contractors, and serves destinations throughout the United States, Latin America, and the Caribbean with one of the youngest and most fuel-efficient fleets in the United States.

9. Spirit commenced the Chapter 11 Cases to implement a comprehensive financial restructuring that, once effectuated, will eliminate approximately \$800 million of prepetition

funded debt and provide the company with \$350 million of new equity capital upon emergence. The terms of the proposed restructuring are set forth in a restructuring support agreement (the “RSA”) among Spirit and the Consenting Stakeholders who, as of November 26, 2024, collectively hold approximately 95% of the debt to be restructured under the Plan, and over two thirds in amount of each of the Voting Classes. This deleveraging and recapitalization is designed to increase Spirit’s financial flexibility and fuel the Company’s ongoing initiatives to provide its Guests with enhanced travel experiences and greater value. Importantly, the transactions memorialized in the RSA contemplate that Allowed Priority Claims and General Unsecured Claims against the Debtors will be paid in full or otherwise remain unimpaired (i.e., “ride through” the Chapter 11 Cases). The Debtors filed the Plan [ECF No. 113] and Disclosure Statement [ECF No. 114] on November 26, 2024.

10. Additional information about the events leading up to the Petition Date, the RSA, and the Debtors’ businesses, affairs, capital structure, and prepetition indebtedness can be found in the First Day Declaration.

EPIQ’S QUALIFICATIONS

11. Epiq is one of the country’s leading chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has substantial experience in matters of this nature, size and complexity, and has acted as the official claims and noticing agent in many large bankruptcy cases pending in this District and other districts nationwide. *See, e.g., In re Credivalores – Crediservicios S.A.*, Case No. 24-10837 (Bankr. S.D.N.Y. May 16, 2024); *In re Inversiones Latin America Power Ltda.*, Case No. 23-11891 (Bankr. S.D.N.Y. Nov 30, 2023); *In re Lumileds Holding B.V., et al.*, Case No. 22-11155 (Bankr. S.D.N.Y. Aug. 29, 2022); *In re Madison Square Boys & Girls Club*,

Inc., Case No. 22-10910 (Bankr. S.D.N.Y. June 29, 2022); *In re The Roman Catholic Diocese of Rockville Centre, New York*, Case No. 20-12345 (Bankr. S.D.N.Y. Oct. 1, 2020); *In re Grupo Aeromexico, S.A.B. de C.V., et al.*, Case No. 20-11563 (Bankr. S.D.N.Y. June 30, 2020); *In re Grupo Famsa, S.A.B. de C.V.*, Case No. 20-11505 (Bankr. S.D.N.Y. June 26, 2020); *In re Jason Industries, et al.*, Case No. 20-22766 (Bankr. S.D.N.Y. June 24, 2020); *In re RM Bakery LLC, et al.*, Case No. 20-11422 (Bankr. S.D.N.Y. June 15, 2020); *In re Ditech Holding Corporation, et al.*, Case No. 19-10412 (Bankr. S.D.N.Y. Feb. 11, 2019); *In re Trident Holding Company, LLC, et al.*, Case No. 19-10384 (Bankr. S.D.N.Y. Feb. 10, 2019); *In re Tops Holding II Corporation, et al.*, Case No. 18-22279 (Bankr. S.D.N.Y. Feb. 26, 2018); *In re China Fishery Group Ltd.*, Case No. 16-11895 (Bankr. S.D.N.Y. May 24, 2017); *In re Roust Corporation*, Case No. 16-23786 (Bankr. S.D.N.Y. Jan. 10, 2017); *In re Atlas Resource Partners, L.P.*, Case No. 16-12149 (Bankr. S.D.N.Y. Aug. 2, 2016); *In re Nautilus Holdings Ltd.*, Case No. 14-22885 (Bankr. S.D.N.Y. June 25, 2014); *In re LHI Liquidation Co. (f/k/a Loehmann's Holdings Inc.)*, Case No. 13-14050 (Bankr. S.D.N.Y. Dec. 17, 2013); *In re RDA Holding Co.*, Case No. 13-22233 (Bankr. S.D.N.Y. Feb. 21, 2013); *In re HMX Acquisition Corp.*, Case No. 12-14300 (Bankr. S.D.N.Y. Oct. 23, 2012); *In re K-V Discovery Solutions, Inc.*, Case No. 12-13346 (Bankr. S.D.N.Y. Aug. 7, 2012); *In re Dewey & LeBoeuf LLP*, Case No. 12-12321 (Bankr. S.D.N.Y. May 29, 2012); *In re Hawker Beechcraft, Inc.*, Case No. 12-11873 (Bankr. S.D.N.Y. May 4, 2012).

SCOPE OF SERVICES

12. The Debtors seek to retain Epiq to provide, as requested, the following bankruptcy administrative services:

- a. Assist with, among other things, solicitation, balloting, tabulation, and calculation of votes, as well as prepare any appropriate reports, as required in furtherance of confirmation of plan(s) of reorganization, and in

connection with such services, process requests for documents from parties in interest;

- b. Generate an official ballot certification and testify, if necessary, in support of the ballot tabulation results;
- c. Assist with the preparation of the Debtors' schedules of assets and liabilities and statements of financial affairs and gather data in conjunction therewith;
- d. Provide a confidential data room, if requested;
- e. Manage and coordinate any distributions pursuant to a chapter 11 plan; and
- f. Provide such other processing, solicitation, balloting and other administrative services described in the Services Agreement, but not included in the Section 156(c) Application, as may be requested from time to time by the Debtors, this Court or the Office of the Clerk of the Bankruptcy Court.

These services are necessary to the administration of these Chapter 11 Cases. Appointing Epiq as Administrative Agent is in the best interests of the Debtors' estates because the administration of these Chapter 11 Cases will be expedited by relieving the Debtors and the Debtors' other professionals of handling these administrative services.

NO DUPLICATION OF SERVICES

13. The Debtors intend that the services Epiq will provide will complement, and not duplicate, the services other professionals retained in these Chapter 11 Cases will render. Epiq understands that the Debtors have retained (and may retain additional) professionals during the pendency of these Chapter 11 Cases and will work cooperatively with such professionals.

PROFESSIONAL COMPENSATION

14. The Debtors are advised that Epiq intends to apply to this Court for allowance of compensation and reimbursement of expenses incurred after the Petition Date in connection with the services it provides as Administrative Agent in accordance with the *General Order M-412 (Order Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of*

Professionals, dated December 21, 2010 (Gonzalez, C.J.)); the *Administrative Order M-447 (Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases*, dated January 29, 2013 (Morris, C.J.)); and the *United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330* (Appendix A to 28 C.F.R. § 58) (collectively, the “**Fee Guidelines**”), sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any further orders of this Court, both in connection with this Application and the fee applications to be filed by Epiq in these Chapter 11 Cases. The Debtors are advised that Epiq intends to make a reasonable effort to comply with the United States Trustee for Region 2’s requests for information and additional disclosures as set forth in the Fee Guidelines.

15. The Debtors respectfully submit that the fees Epiq will charge in connection with its services to the Debtors, as set forth in the Services Agreement, are competitive and comparable to the rates Epiq’s competitors charge for similar services. Indeed, the Debtors conducted a bidding process and competitive comparison of at least three (3) firms prior to selecting Epiq as Administrative Agent. The Debtors believe Epiq’s rates are reasonable given the quality of Epiq’s services and Epiq’s prior bankruptcy expertise. In addition, Epiq will maintain detailed records of all services showing dates, category of services, fees charged, and expenses incurred.

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

otherwise provided in the Services Agreement.³ Both the Debtors and Epiq believe that such provisions are customary and reasonable for administrative agents in chapter 11 cases and for the services to be provided by this Application. As agreed by the Debtors and Epiq, the Proposed Order modifies the indemnification provisions of the Services Agreement so that, among other things, all claims for indemnification, as well as requests for attorneys' fees related to such claims, are to be made by application to this Court. Furthermore, the Proposed Order makes the Services Agreement's limitation of liability provisions inapplicable upon entry of the Proposed Order.

17. Prior to the Petition Date, the Debtors provided Epiq with a retainer in the amount of \$50,000, which was received by Epiq on November 15, 2024. After payment of prepetition fees and expenses, Epiq continues to hold a retainer in the amount of \$50,000. Except as stated in this paragraph, Epiq has not received any payments from the Debtors in the 90 days prior to the Petition Date.

EPIQ'S DISINTERESTEDNESS

18. Epiq has reviewed its electronic database and, to the best of its knowledge and except to the extent disclosed herein and in the Tran Declaration, Epiq does not (a) hold or represent an interest adverse to the Debtors' estates or (b) have any adverse connection to the Debtors, their creditors, or other relevant parties. To the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Tran Declaration, Epiq is a "disinterested person" as referenced in section 327(a) of the Bankruptcy Code and as defined in section 101(14) of the Bankruptcy Code.

³ The terms of the Services Agreement described in this Application are a summary and for informational purposes only.

19. To the extent that Epiq discovers any relevant facts or relationship bearing on the matters described herein during the period of its retention, Epiq will supplement the Tran Declaration.

BASIS FOR RELIEF

20. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [Debtor] in carrying out the [Debtor's] duties under this title.

11 U.S.C. § 327(a).

21. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be rendered, any proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

22. This Court may also rely on its general equitable powers to grant the relief requested in this Application. Section 105(a) of the Bankruptcy Code empowers this Court to “issue any order, process or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a).

23. In light of the size and complexity of these Chapter 11 Cases, the Debtors respectfully submit that retaining and employing Epiq pursuant to the terms of the Services Agreement is necessary and in the best interests of the Debtors' estates and all parties in interest

to these Chapter 11 Cases. The Debtors also believe that the terms and conditions of the Services Agreement are reasonable in light of the anticipated high volume of creditors and other parties-in-interest that will be involved in these Chapter 11 Cases.

24. The Debtors believe that administration of these Chapter 11 Cases will require Epiq to perform duties outside of the scope requested in the Section 156(c) Application. Accordingly, to help manage administrative tasks with respect to the numerous creditors and other parties-in-interest that are expected to be involved in these Chapter 11 Cases, and the complexity of such cases, the Debtors respectfully request this Court enter the Proposed Order appointing Epiq, as the Administrative Agent in these Chapter 11 Cases pursuant to section 327(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-1.

NOTICE

25. Notice of this Application will be provided to the following parties (or their counsel) (collectively, the “**Notice Parties**”): (a) the U.S. Trustee; (b) the Committee; (c) the Consenting Stakeholders; and (d) any other party that is identified on Spirit’s master service list,⁴ is entitled to notice under Rule 9013-1(b) of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), or has requested notice pursuant to Bankruptcy Rule 2002. A copy of this Application 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 Application and the nature of the relief requested herein, the Debtors respectfully submit that no other or further notice is required.

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⁴ Accessible at <https://dm.epiq11.com/api/file/servicelist?projectCode=SPZ&fileType=pdf>.

WHEREFORE, the Debtors respectfully request that this Court enter the Proposed Order granting the relief requested in this Application and such other and further relief as this Court may deem just and proper.

Dated: December 3, 2024

/s/ Fred Cromer

Name: Fred Cromer

Title: Executive Vice President and Chief Financial
Officer, Spirit Airlines, Inc.

Exhibit A

Proposed Order

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

In re:

SPIRIT AIRLINES, INC., et al.,

Debtors.¹

Chapter 11

Case No. 24-11988 (SHL)

(Jointly Administered)

Hearing Date:

December 17, 2024 at 11:00 a.m. (ET)

Objection Deadline:

December 10, 2024 at 4:00 p.m. (ET)

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF
EPIQ CORPORATE RESTRUCTURING, LLC, AS ADMINISTRATIVE
AGENT EFFECTIVE AS OF THE PETITION DATE**

Upon the application (the “**Application**”)² of the Debtors for an order (this “**Order**”) authorizing the Debtors to employ and retain Epiq Corporate Restructuring, LLC (“**Epiq**”) as administrative agent (the “**Administrative Agent**”), effective as of the Petition Date, on the terms and conditions set forth herein and in the Standard Services Agreement dated as of November 2, 2024, by and between the Debtors and Epiq, together with all schedules and attachments thereto (the “**Services Agreement**”) attached to the Application as **Exhibit C**; and this Court having reviewed the Application and the *Declaration of Kathryn Tran in Support of Application of the Debtors for Entry of an Order Authorizing the Employment and Retention of Epiq Corporate Restructuring, LLC as Administrative Agent Effective as of the Petition Date* (the “**Tran Declaration**”); and this Court having determined that the relief requested in the Application is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and this Court having jurisdiction to consider the Application and the relief requested therein in accordance

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Spirit Airlines, Inc. (7023), Spirit Finance Cayman 1, Ltd. (7020), Spirit Finance Cayman 2, Ltd. (7362), Spirit IP Cayman Ltd. (4732), and Spirit Loyalty Cayman Ltd. (4752). The Debtors’ mailing address is 1731 Radiant Drive, Dania Beach, FL 33004.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Application.

with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the Southern District of New York*, dated January 31, 2012; and consideration of the Application and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b)(2); and this Court having authority to enter a final order consistent with Article III of the United States Constitution; and venue being proper before this Court under 28 U.S.C. §§ 1408 and 1409; and it appearing that proper and adequate notice of the Application has been given and that no other or further notice is necessary; and a hearing having been held, if necessary, to consider the relief requested in the Application; and this Court being satisfied, based on the representations made in the Application and the Tran Declaration that Epiq is “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and as required under section 327(a) of the Bankruptcy Code, and that Epiq does not hold or represent an interest adverse to the Debtors’ estates; and the Court being satisfied that Epiq has the capability and experience to provide the services described in the Application; and upon the First Day Declaration and the Tran Declaration; and upon the record herein and upon all of the proceedings had before this Court; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Application is GRANTED as set forth herein.
2. All objections to the entry of this Order, to the extent not withdrawn or settled, are overruled.
3. The Debtors are authorized to retain and employ Epiq, effective as of the Petition Date, as Administrative Agent pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-1 to provide the following services:

- a. Assist with, among other things, solicitation, balloting, tabulation, and calculation of votes, as well as prepare any appropriate reports, as required in furtherance of confirmation of plan(s) of reorganization, and in connection with such services, process requests for documents from parties in interest;
- b. Generate an official ballot certification and testify, if necessary, in support of the ballot tabulation results;
- c. Assist with the preparation of the Debtors' schedules of assets and liabilities and statements of financial affairs and gather data in conjunction therewith;
- d. Provide a confidential data room, if requested;
- e. Manage and coordinate any distributions pursuant to a chapter 11 plan; and
- f. Provide such other processing, solicitation, balloting and other administrative services described in the Services Agreement, but not included in the Section 156(c) Application, as may be requested from time to time by the Debtors, this Court or the Office of the Clerk of the Bankruptcy Court.

4. This Order shall not apply to any services Epiq has received authorization to render pursuant to the Section 156(c) Order.

5. Epiq shall be compensated in accordance with, and will file, fee applications for allowance of its compensation and reimbursement of out-of-pocket expenses pursuant to sections 330 and 331 of the Bankruptcy Code and in accordance with the Bankruptcy Rules, the Local Rules, the Amended Order Establishing Procedures for Monthly Compensation and Reimbursement of Expenses of Professionals, dated December 21, 2010 and the Amended Guidelines for Fees and Disbursements for Professionals in the Southern District of New York, effective February 5, 2013 (the "Amended Guidelines"), and applicable law.

6. Notwithstanding anything to the contrary in the Application, or the Services Agreement, the Services Agreement is modified as follows:

- a. Paragraph 8 of the Services Agreement is inapplicable;
- b. All requests for payment of indemnity, contribution or reimbursement pursuant to the Services Agreement shall be made by means of an application and shall be subject to review by this Court to ensure that payment of such indemnity,

contribution or reimbursement conforms to the terms of the Services Agreement (as modified and restated by this Order) and is reasonable based upon the circumstances of the litigation or settlement in respect of which indemnity, contribution or reimbursement is sought; *provided, however*, in no event shall Epiq be indemnified to the extent this Court determines by final order that any claim or expense has resulted from the bad-faith, self-dealing, breach of fiduciary duty, gross negligence or willful misconduct on the part of Epiq;

- c. in the event that Epiq seeks reimbursement from the Debtors for attorneys' fees in connection with a request for payment of indemnity, contribution or reimbursement pursuant to the Services Agreement (as modified and restated by this Order), the invoices and supporting time records from such attorneys shall be included in Epiq's fee application and such invoices and time records shall be subject to the Fee Guidelines and the approval of this Court under the standards of sections 330 and 331 of the Bankruptcy Code without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without regard to whether such attorneys' services satisfy section 330(a)(3)(C) of the Bankruptcy Code; and
- d. Epiq shall not be entitled to reimbursement by the Debtors for any fees, disbursements, and other charges of Epiq's counsel other than those incurred in connection with a request of Epiq for payment of indemnity.

7. Notwithstanding any provision to the contrary in the Services Agreement, any dispute relating to the services provided by Epiq shall be referred to arbitration consistent with the terms of the Services Agreement only to the extent that this Court does not have, retain, or exercise jurisdiction over the dispute, and 28 U.S.C. § 1334(e)(2) shall govern the forum for resolving fee disputes.

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

9. The requirements set forth in Local Bankruptcy Rule 9013-1(b) are satisfied by the contents of the Application.

10. The Debtors and Epiq are authorized to take all action necessary to effectuate the relief granted in this Order in accordance with the Application.

11. This Court shall retain exclusive jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: _____, 2024
White Plains, New York

THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

Exhibit B

Tran Declaration

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

In re:

SPIRIT AIRLINES, INC., et al.,

Debtors.¹

Chapter 11

Case No. 24-11988 (SHL)

(Jointly Administered)

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Objection Deadline:

December 10, 2024 at 4:00 p.m. (ET)

**DECLARATION OF KATHRYN TRAN IN SUPPORT OF APPLICATION OF THE
DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT AND
RETENTION OF EPIQ CORPORATE RESTRUCTURING, LLC AS
ADMINISTRATIVE AGENT EFFECTIVE AS OF THE PETITION DATE**

I, Kathryn Tran, declare pursuant to 28 U.S.C. § 1746, under penalty of perjury, to the best of my knowledge, information, and belief, that:

1. I am a Consulting Director at Epiq Corporate Restructuring, LLC (“**Epiq**”), a chapter 11 administrative services firm with offices at 777 Third Avenue, 12th Floor, New York, New York 10017. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently thereto.²

2. This declaration (this “**Declaration**”) is being submitted in support of the proposed retention of Epiq as Administrative Agent to the Debtors, effective as of the Petition Date, to perform services in accordance with the terms and conditions set forth in the Services Agreement dated as of November 2, 2024, and as set forth more fully in the application (the “**Application**”),³

¹ The debtors and debtors in possession in these chapter 11 cases, along with the last four digits of their respective employer identification numbers, are as follows: Spirit Airlines, Inc. (7023), Spirit Finance Cayman 1, Ltd. (7020), Spirit Finance Cayman 2, Ltd. (7362), Spirit IP Cayman Ltd. (4732), and Spirit Loyalty Cayman Ltd. (4752). The Debtors’ mailing address is 1731 Radiant Drive, Dania Beach, FL 33004.

² Certain of the disclosures herein relate to matters within the knowledge of other professionals at Epiq and are based on information provided by them.

³ Capitalized terms used in this Declaration but not otherwise defined herein shall have the meanings ascribed to them in the Application.

to which this Declaration is attached as Exhibit B, requesting entry of an order pursuant to section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(a), and Local Rules 2014-1 and 2016-1. The Services Agreement is annexed to the Application as **Exhibit C**.

3. As Administrative Agent, Epiq will perform the following administrative services:

- a. Assist with, among other things, solicitation, balloting, tabulation, and calculation of votes, as well as prepare any appropriate reports, as required in furtherance of confirmation of plan(s) of reorganization, and in connection with such services, process requests for documents from parties in interest;
- b. Generate an official ballot certification and testify, if necessary, in support of the ballot tabulation results;
- c. Assist with the preparation of the Debtors' schedules of assets and liabilities and statements of financial affairs and gather data in conjunction therewith;
- d. Provide a confidential data room, if requested;
- e. Manage and coordinate any distributions pursuant to a chapter 11 plan; and
- f. Provide such other processing, solicitation, balloting and other administrative services described in the Services Agreement, but not included in the Section 156(c) Application, as may be requested from time to time by the Debtors, this Court or the Office of the Clerk of the Bankruptcy Court.

4. Epiq is one of the country's leading chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has substantial experience in matters of this nature, size and complexity, and has acted as the official notice and claims agent in many large bankruptcy cases pending in this District and other districts nationwide. *See, e.g., In re Credivalores – Crediservicios S.A.*, Case No. 24-10837 (Bankr. S.D.N.Y. May 16, 2024); *In re Inversiones Latin America Power Ltda.*, Case No. 23-11891 (Bankr. S.D.N.Y. Nov 30, 2023); *In re Lumileds Holding B.V., et al.*, Case No. 22-11155 (Bankr. S.D.N.Y. Aug. 29, 2022); *In re Madison Square Boys & Girls Club, Inc.*, Case No. 22-10910 (Bankr. S.D.N.Y. June 29, 2022); *In re The Roman Catholic Diocese of*

Rockville Centre, New York, Case No. 20-12345 (Bankr. S.D.N.Y. Oct. 1, 2020); *In re Grupo Aeromexico, S.A.B. de C.V., et al.*, Case No. 20-11563 (Bankr. S.D.N.Y. June 30, 2020); *In re Grupo Famsa, S.A.B. de C.V.*, Case No. 20-11505 (Bankr. S.D.N.Y. June 26, 2020); *In re Jason Industries, et al.*, Case No. 20-22766 (Bankr. S.D.N.Y. June 24, 2020); *In re RM Bakery LLC, et al.*, Case No. 20-11422 (Bankr. S.D.N.Y. June 15, 2020); *In re Ditech Holding Corporation, et al.*, Case No. 19-10412 (Bankr. S.D.N.Y. Feb. 11, 2019); *In re Trident Holding Company, LLC, et al.*, Case No. 19-10384 (Bankr. S.D.N.Y. Feb. 10, 2019); *In re Tops Holding II Corporation, et al.*, Case No. 18-22279 (Bankr. S.D.N.Y. Feb. 26, 2018); *In re China Fishery Group Ltd.*, Case No. 16-11895 (Bankr. S.D.N.Y. May 24, 2017); *In re Roust Corporation*, Case No. 16-23786 (Bankr. S.D.N.Y. Jan. 10, 2017); *In re Atlas Resource Partners, L.P.*, Case No. 16-12149 (Bankr. S.D.N.Y. Aug. 2, 2016); *In re Nautilus Holdings Ltd.*, Case No. 14-22885 (Bankr. S.D.N.Y. June 25, 2014); *In re LHI Liquidation Co. (f/k/a Loehmann's Holdings Inc.)*, Case No. 13-14050 (Bankr. S.D.N.Y. Dec. 17, 2013); *In re RDA Holding Co.*, Case No. 13-22233 (Bankr. S.D.N.Y. Feb. 21, 2013); *In re HMX Acquisition Corp.*, Case No. 12-14300 (Bankr. S.D.N.Y. Oct. 23, 2012); *In re K-V Discovery Solutions, Inc.*, Case No. 12-13346 (Bankr. S.D.N.Y. Aug. 7, 2012); *In re Dewey & LeBoeuf LLP*, Case No. 12-12321 (Bankr. S.D.N.Y. May 29, 2012); *In re Hawker Beechcraft, Inc.*, Case No. 12-11873 (Bankr. S.D.N.Y. May 4, 2012).

5. Epiq is a “disinterested person,” as that term is defined in section 101(14) of the Bankruptcy Code in that Epiq and its professional personnel:

- a. are not creditors, security holders, or insiders of the Debtors;
- b. are not and were not, within two years before the date of the filing of these Chapter 11 Cases, directors, officers, or employees of the Debtors; and
- c. do not have an interest materially adverse to the interests of the Debtors’ estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

6. Epiq conducted a review, completed under my supervision, of the identified potential parties in interest (the “**Potential Parties in Interest**”) in these Chapter 11 Cases based on a query of an internal client database containing names of individuals and entities that are present or recent clients of Epiq. The list of Potential Parties in Interest was provided by the Debtors and is annexed hereto as **Schedule 1**. Epiq is a member of Epiq Global, a worldwide provider of legal services, serving law firms, corporations, financial institutions, and government agencies—helping them streamline the administration of business operations, class action and mass tort, court reporting, eDiscovery, regulatory, compliance, restructuring, and bankruptcy matters. There are forty-five (45) entities that comprise the Epiq Global enterprise. To clarify, I have authorized the search across the Epiq Global database where the clients and business relationships of all 45 entities in the Epiq Global enterprise are stored for all Epiq Global entities from the top-level parent company DTI Topco, Inc., to all of its affiliates, including Epiq Corporate Restructuring, LLC.

7. Our process for preparing a disclosure report is as follows: upon receipt of a potential parties in interest list, all such parties are searched for both exact matches and potential matches within a global internal database. A report of the “hits” is generated and our conflicts team reviews those “hits” for connections. Where there are exact or potential connections, a disclosure is drafted. After the conflicts team completes the draft disclosures, they are then inserted into the draft retention pleadings and reviewed by the engagement director. To the best of my knowledge and based solely upon information provided to me by the Debtors, neither Epiq, nor any of its professionals, has any materially adverse connection to the Debtors, their creditors or other relevant parties, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason. To the extent that Epiq’s conflicts check has

revealed that certain Potential Parties in Interest were connected to Epiq within the past three years, these parties have been identified on a list annexed hereto as **Schedule 2** (the “*Client Match List*”). To the best of my knowledge, any such connections between Epiq and any parties on the Client Match List are completely unrelated to the Debtors. Additionally, each of the parties on the Client Match List accounted for less than one percent (1%) of Epiq’s revenues.

8. In addition, I sent an email to Epiq’s personnel where I provided the scope of services in this Application, required each recipient to review the Potential Parties in Interest listed in **Schedule 1**, and asked that the recipient contact me if they have a connection to an interested party. I did not receive any response, so to the best of my knowledge, no Epiq personnel providing the scope of services in this Application have connections with the Debtors or Potential Parties in Interest.

9. Given Epiq’s neutral position as the claims and noticing agent and by the Application, the Administrative Agent in these Chapter 11 Cases (and any other cases), any Epiq personnel connections are not real or potential conflicts. From information ascertained after reasonable inquiry from the employees expected to spend time on these Chapter 11 Cases, (a) Epiq has no connection with the Debtors, their creditors, the United States Trustee for Region 2 (the “**U.S. Trustee**”), any person employed in the office of the U.S. Trustee or any other party with an actual or potential interest in these Chapter 11 Cases or their respective attorneys or accountants, except as set forth herein; (b) Epiq personnel are not creditors, equity security holders or insiders of the Debtors; (c) no Epiq personnel are or were within two years of the Petition Date, directors, officers or employees of the Debtors; and (d) Epiq neither holds nor represents an interest materially adverse to the Debtors or their estates. In that regard, neither Epiq, nor any employees thereof, represent any interest materially adverse to the Debtors’ estates with respect to any matter

in which Epiq is to be engaged. Based on the foregoing, I believe that Epiq is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code.

10. Epiq is a wholly owned subsidiary of Epiq Systems, Inc., which is a wholly owned subsidiary of Document Technologies, LLC (“**DTI**”), a global legal process outsourcing company, which is an ultimate wholly owned subsidiary of DTI Topco, Inc. (“**DTI Topco**”). DTI Topco is a privately held entity with majority ownership held by OMERS Administration Corporation (“**OAC**”), the administrator of the OMERS pension funds, and managed by OMERS Private Equity Inc (“**OPE**,” which together with OAC are referred to as “**OMERS**”), and funds managed by Harvest Partners, LP (“**Harvest**”), a leading private equity investment firm.

11. Neither DTI, DTI Topco, OMERS, nor Harvest are currently identified on the Potential Parties in Interest list. However, the following disclosure is made out of an abundance of caution and in an effort to comply with the Bankruptcy Code and Bankruptcy Rules.

12. Designees of OMERS and Harvest are members of the Board of Directors of DTI Topco (“**Parent Board Designees**”). No designees of OMERS or Harvest are members of the Board of Directors of DTI or Epiq, or any other subsidiaries of DTI. Further, Epiq has the following restrictions in place: (a) prior to the Petition Date, Epiq did not share the names or any other information identifying the Debtors with DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (b) Epiq has not and will not furnish any material nonpublic information about the Debtors to DTI, DTI Topco, OMERS, Harvest, or the Parent Board Designees; (c) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work on Epiq client matters or have access to Epiq client information, client files, or client personnel; (d) no DTI, DTI Topco, OMERS or Harvest personnel, including the Parent Board Designees, work in Epiq’s offices; (e) other than the Parent Board Designees, Epiq operates independently from DTI,

DTI Topco, OMERS and Harvest: Epiq does not share any employees, officers, or other management with OMERS or Harvest, Epiq has separate offices in separate buildings, and Epiq has separate IT systems; and (f) no Epiq executive or employee is a director, officer, or employee of OMERS or Harvest (or vice versa other than the Parent Board Designees).

13. Epiq has searched the names of DTI, DTI Topco, OMERS, and Harvest against the Debtors and the Potential Parties in Interest list provided by the Debtors. Based solely on the foregoing search, Epiq has determined, to the best of its knowledge, that there are no material connections that require disclosure. Because of any applicable securities laws and the fact that Epiq operates independently from DTI, DTI Topco, OMERS and Harvest, prior to the Petition Date, Epiq was unable to further investigate with either DTI, DTI Topco, OMERS or Harvest, to the extent necessary, any potential or actual connection between either OMERS or Harvest and the Debtors and the Potential Parties in Interest.

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

15. Based on, among other things, the business separation between Epiq, OMERS and Harvest, and in light of the administrative nature of the services proposed to be performed by Epiq for the Debtors, I believe that Epiq does not hold or represent an interest adverse to the Debtors.

16. In performing the services of Administrative Agent, Epiq will charge the Debtors the rates set forth in the Services Agreement.

17. Neither Epiq nor its affiliates are party to any agreements that would entitle them to consideration in exchange for transferring information derived from Epiq's role as a claims and noticing agent under 28 U.S.C. § 156(c) or from Epiq's role as an administrative agent under 11 U.S.C. § 327(a) to non-client third parties.

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

Dated: December 3, 2024
New York, New York

/s/ Kathryn Tran

Kathryn Tran
Consulting Director
Epiq Corporate Restructuring, LLC
777 Third Avenue, 12th Fl.
New York, New York 10017

SCHEDULE 1

POTENTIAL PARTIES IN INTEREST

Banks / Lenders / UCC Lien Parties /

Administrative Agents

AllianceBernstein Holding LP
Allianz SE
Allstate Investments LLC
American Express
AQR Arbitrage LLC f/k/a CNH Partners, LLC
Banamex
Banco de America Central
Barings LLC
Blackrock
Brighthouse Funds Trust II
Citibank NA
Cyrus Capital Partners LP
D.E. Shaw & Co LP
Deutsche Bank
Discover Global Network
Ficohsa
FMR LLC
Franklin Resources
III Capital Management (Triple-Eye)
Itau Bank
JP Morgan Chase & Co
K2 & Associates Investment Mgmt
Knights Of Columbus
Laguna Bay Capital Pty Ltd
Lazard Ltd
M&G PLC
Manulife Financial Corp
Millennium Management LLC
Morgan Stanley & Co LLC
PIMCO Luxembourg SA
Royal Bank Of Canada
Scotiabank Bank
Shaolin Capital Management LLC
Sig Holding LLC (Susquehanna International Group)
Sogebank
State Street Corp
Treasury Partners
U.S. Bank
UBS AG
Victory Capital Management Inc
Wells Fargo

Bondholders

Capital Ventures International
Computershare Trust Company, N.A.
Cyrus Capital Partners L.P.
D. E. Shaw Valence Portfolios, L.L.C.
III Capital Management
K2 & Associates Investment Management Inc.
Kore Advisors LP
Shaolin Capital Management LLC
Susquehanna Advisors Group, Inc.
UBS Asset Management (Americas) LLC
UBS Asset Management Switzerland AG
Whitebox Advisors LLC
Wilmington Trust National Association

Debtors

Spirit Airlines
Spirit Finance Cayman 1 Ltd.
Spirit Finance Cayman 2 Ltd.
Spirit IP Cayman Ltd.
Spirit Loyalty Cayman Ltd.

Directors / Officers

Alviene, Dana Shapir
Barclay G. Jones III
Bendoraitis, John
Canfield, Thomas C.
Christie III, Ted
Cromer, Fred
Dunkerley, Mark B.
Gardner, H. McIntyre
Ghosh, Rana
Grindle, Linde
Johnson, Robert D.
Klein, Matthew H.
Richards, Christine P.
Soto, Myrna M.
Wallman, Richard F.
Wiggins, Rocky B.

Insurance

ACE American Insurance Company
ACE Fire Underwriters Insurance Company
Agencia de Regulacion y control de las Telecomunicaciones (ARCOTEL)

AIG - American Home Assurance Co.
AIG - National Union Fire Insurance Company
AIG - WorldSource
AIG Specialty Ins Co.
Allianz Global Risks US Insurance Company
Arch Speciatly Insurance Co.
Argonaut Insurance Company
Ascot Specialty Insurance Company
Atlantic Specialty Insurance Company
AXA XL - Indian Harbor Insurance Company
AXA XL (XL Specialty Insurance Company)
Axis Excess Insurance Policy
Axis Insurance Company
Beazley Group
Berkley Insurance Company
Berkshire Hathaway
Brit (Lloyds of London)
Charles F. Engel And Associates LLC.
Chubb
Comision ejecutiva portuaria autonoma
Continental Casualty Company
Crum & Forster Specialty
El Aguila compania de seguros
Freedom Specialty Insurance
Great American Insurance
Grupo Mexicano De Seguros
Hartford
HDI Global Insurance Company (Falcon)
Hiscox
Indemnity Insurance Company of North
America (Chubb)
Instituto Nacional De Seguros
Instituto Nicaraguense de aeronautica civil
Landmark American Insurance Co
Liberty Surplus Insurance Corporation
Lloyd's of London
Member Companies of La Reunion Aerienne
Nautilus Insurance Company (Berkley)
Old Republic Insurance Company
RLI Insurance Company
Seguros America
Seguros Bolívar
Seguros del estado
Seguros Equinoccial
Seguros Mundial
Selective Insurance Company Of Se
Sirius International Insurance Corporation
Sompo (Endurance Assurance Corp)
Southern Insurance Company
Starr Surplus Lines Insurance Company per
Starr Aviation Agency, Inc.

Starstone Specialty Insurance Company
The Hartford Premier Excess Policy
Underwriters at Lloyd's of London and other
Licensed Companies per OneGlobal Broking,
Ltd.
Westfield Insurance Company
Zurich

Litigation

Cox, Thomas, et al.

Significant Competitors

Alaskan Airlines
Allegiant Air
American Airlines
Delta Air Lines
Frontier Airlines
Hawaiian Airlines
JetBlue Airways Corporation
SkyWest Airlines
Southwest Airlines Company
United Airlines, Inc.

Significant Equity Holders

BlackRock Inc.
BNY Asset Management
D.E. Shaw & Co. LP
Dimensional Fund Advisors LP
Geode Capital Management, LLC
Millennium Management
Northern Trust Global Investments
Squarepoint OPS LLC
State Street Global Advisors, Inc.
Vanguard Group Inc.

Surety & Letters of Credit Beneficiaries

Ace American Insurance
AERO DFW III, L.P. (DFW -Ramp Lease)
Aero DFW III, LP (DFW - Warehouse Lease)
Aero Lauderdale (FLL- Warehouse Lease)
Aeronautica Civil - Colombia - Unidad
Administrativa de Aeronautica Civil
Afianzadora Aserta, S.A. de C.V.
Albuquerque International Sunport
Arch Insurance Company
Autoridad de Aviacion Civil (AAC)
Bank of Utah
Burbank-Glendale-Pasadena Airport Authority
Charleston County Aviation
City of Houston - Houston Airport System
City of Los Angeles - Department of Airports

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

The State of Austin, Texas
UMB Bank
USBank National Association
Utah Department of Alcoholic Beverage Control
Valero Marketing and Supply Company
Wells Fargo (Avolon N620NK_MSN 5624)
Wells Fargo (Stratos N619NK_MSN 5517)

Surety & Letters of Credit Issuers

BAC International Bank, Inc.
JMalucelli
Mapfre-La Centro Americana
Sweaden Compania de Seguros S.A.

Taxing Authority / Governmental / Regulatory Agencies

Internal Revenue Service
Transportation Security Administration

Top 20 Creditors

AGI Ground, Inc
Broward County Aviation Department
Charles Tombras Advertising, Inc
G2 Secure Staff, LLC
GAT Airline Ground Support
Haeco Americas Airframe Services
International Aero Engines
Lufthansa Technik
Messier-Goodrich
Microsoft Licensing, GP
Navitaire, Inc
Perimeter Logistics Inc
Prime Flight Aviation Services
Ryan Inc.
Swissport USA Inc
TA Connections De & II, LLC
U.S. Department Of The Treasury
Wilmington Trust, National Association
Worldwide Flight Services

Unions

Association of Flight Attendants-CWA, AFL-CIO
The Air Line Pilots Association, International
The International Association of Machinists and Aerospace Workers
The Professional Airline Flight Control Association
Transport Workers Union of America

Unsecured Creditors' Committee

AerCap
AGI Ground, Inc
Airline Pilots Association, International
JSA International U.S. Holdings, LLC
Lufthansa Technik

U.S. Bankruptcy Judges

Chief Judge Martin Glenn
Judge Lisa G. Beckerman
Judge Phillip Bentley
Judge James L. Garrity Jr.
Judge David S. Jones
Judge Sean H. Lane
Judge John P. Mastando III
Judge Cecelia G. Morris
Judge Kyu Y. (Mike) Paek
Judge Michael E. Wiles

U.S. Bankruptcy Professionals - Other

Ducera Partners LLC
Evercore Inc.
O'Melveny & Myers LLP
Skyworks Inc.

U.S. Bankruptcy Professionals - Retained

Alvarez & Marsal
Davis Polk & Wardwell LLP
Debevoise & Plimpton
Ernst & Young LLP
Morris, Nichols, Arsht & Tunnell LLP
Perella Weinberg Partners
Walkers

U.S. Trustee Office (Boston)

Baptista, Melanie
Bradford, Eric K.
Dagle, Jacqueline F.
Harrington, William K.
Kesselman, Justin A.
King, Richard T.
Longton, Jason R.
Nevers, Amber
Scott, Angie R.
Sprague, Heather
Vagianos, Maria

U.S. Trustee Office (Manhattan)

Abriano, Victor
Bruh, Mark
Cassara, Amanda D.
Cornell, Shara

Joseph, Nadkarni
Mendoza, Ercilia A.
Moroney, Mary V.
Ogunleye, Alaba
Riffkin, Linda A.
Rodriguez, Ilusion
Rudewicz, Daniel
Schwartz, Andrea B.
Schwartzberg, Paul K.
Sharp, Sylvester
Siegel, Rachael E.
Tiantian, Tara
Velez-Rivera, Andy
Vescovacci, Madeleine
Vlasova, Valentina
Wells, Annie
Zipes, Greg M.

Vendors

Aar Aircraft Services
Aaset 2022-1 Limited
Accipiter Investments Aircraft 2 Li
Ace American Insurance Company
Acro Aircraft Seating Ltd
Aeg Fuels Mexico S.A.P.I. De C.V.
Aercap Global Aviation Trust 902/4/
Aercap N901Nk (Formally Ilfc)
Aercap/Celtago Funding Ltd 903Nk
Aero 1 Aircraft Support LLC.
Aerodom
Aeropuerto De Cancun S.A. De C.V
Aerostar Airports Holdings
Aersale, Inc.
Aetna Us Healthcare-Dental Dmo
Agi Ground, Inc
Air Lease Corporation (La)
Air Transport Association
Airbus North America Customer Service
Aircastle Advisor LLC
Airline Pilots Association
Airplan
Akin Gump Strauss Hauer & Feld LLP
Akron - Canton Airport
Allied Universal
Arizona Dept. Of Environmental Qual
Arkansas Auditor of State
Associated Energy Group
Atlanta Airlines Terminal Corp
Atlanta Dept Of Aviation (Pfc)
Automatic Data Processing (ADP)
Avenger Flight Group LLC

Avfuel Corporation
Aviam
Aviation Capital Group LLC
Avis Budget Group, Inc.
Avolon Aerospace (Ireland) Aoe 30
Bagcentral
Banco De Costa Rica
Bancredito
Barclays Capital Inc.
Berger Singerman LLP
Bf Aerospace 1010593A
Boston Consulting Group
Bp Products North America, Inc
Brasfield & Gorrie, LLC
Broward County Chamber
Broward Cty Aviation Dept
Broward Cty Aviation Pfc
Budget Rent A Car System, Inc
Bureau Of Revenue And Taxation
C3 Customer Contact Channels
Cae Flight Services USA
Cbiz Mhm, LLC
Cdw Computer Centers, Inc.
Certified Aviation Services LLC
CFE And Associates
Charles Schwab Bank
Charles Tombras Advertising, Inc
Chevron Products Company
Chicago Department of Finance
Cit Group/Equipment
Citibank Na
City Of Atlanta Department Of Aviat
City Of Charlotte
City Of Chicago Dept. Of Aviation
City Of Chicago Pfc
City of College Park
City of Doral
City Of Los Angeles
City Of Los Angeles Pfc
City Of Philadelphia
City Of Philadelphia - Pfc
Clark County Dept Of Aviation
Clinton County Treasurer-Pfc
Coforge, Inc.
Collector Of Customs - Jam
Collector Of Customs -Airports, Jamaica
Collector Of Taxes, Haiti
Colorado State Treasury
Commissioner Of Revenue Services
Commonwealth of Pennsylvania
Converge Technology Solutions Us, L

Convergint
Cook Country Depart Of Revenue
Cramer-Krasselt
Crowe PR
Dal Global Services, Inc.
Dallas County Tax Office
Dallas Fort Worth Intl - Pfc
Dallas/Fort Worth Int. Airport
Delaware State Escheator
Dept Of Consumer Affairs
Dept Of Lic & Consumer St Croix
Detroit Metropolitan - Pfc
Diehl Aerospace, Inc 1000134A
Direccion/Colector De Impuestos Int
Direct Airline Services
Dollar Thrifty Car Rental
Doug Belden, Tax Collector
Elavon Canada Company
Empire Office, Inc
Engine Lease Finance Corp
Epic Aviation LLC
Equilon Ent. DbA Shell Oil Products
Erc CCI Limited
Eurest Dining Services
Express Scripts Inc
F & E Aircraft Maintenance LLC
Federal Express Corporation
Fgl Aircraft USA Inc.
Fideicomiso Opain Sa
Firme Turnier
First Kontakt Bpo DbA Advantage
Fl Dept Of Environmental Protection
Fl Dept. Agriculture & Consumer Srv
Florida Dept Of Transportation
Fort Lauderdale Fuel Facilites LLC
Fsm Group LLC-Orlando
G2 Secure Staff, LLC
Gat Airline Ground Support
Gen2 Systems Limited
Government of The Virgin Island
Ground Motive Dependable
GSE America LLC 1011215A
Gtr Orlando Aviation Authority
Haeco Americas Airframe Srv
Haeco Cabin Solutions, LLC
Heico Aerospace Corporation
Hillsborough County Aviation Auth
Home Serv Delivery, LLC
Honeywell International Sarl
Hookers Point Fuel Facilities LLC
Houston Airport System

Husky Marketing And Supply Company
Iah/George Bush Intercontinental -
Iata Empresa Hondurena De Infraestr
Iata/Palmerola Internatnl Arprt,
Inguat/Instituto Guatemalteco De Tu
Instituto Dominicano De Aviacion Ci
International Aero Engines Ag 10001
International Aero Engines LLC
Iowa Department of Treasury
Jacksonville Aviation Pfc'S
Jones Day
JSA International Us Holdings, LLC
Kansas State Treasurer
Kent County Dept Of Aeronautics
Keystone 9 Limited
KPMG
Kyndryl, Inc.
Las Vegas Dept Of Aviation-Pfc
Laxfuel Corporation
Levarti Limited
Level 3 Communications LLC
Liebherr Aerospace Saline Inc
Lockton Companies
Lufthansa Technik
Manager Of Finance, CO
Manager Of Finance, TX
Marathon Petroleum Company Lp
Marion County Treasurer
Maryland Aviation Admin - Pfc
Maryland Aviation Administration
Masergy Communications
Maximus Global Services LLC
Menzies Aviation (Asig)
Merx Aviation DbA Appolo Navigator
Messier-Goodrich
Metro Washington Airport Auth- Pfc
Miami-Dade Aviation Dept. Pfc
Miami-Dade County Finance Dept
Miami-Dade County Florida
Michelin Aircraft Tire Co., LLC
Micro Accounting Services Ltd
Microsoft Licensing, GP
Ministere De Finances Et De, Haiti
Ministerio De Comercio
Minnesota Dept. Of Public Safety Director
Alcohol & Gambling Enforce
Morgan Stanley & Co LLC
Motavita Asesores Sas
MRO Commercial, S.A
MTU Maintenance Canada
Myers Fletcher & Gordon

Myrtle Beach/Horry Dept Of Airport
Nassar Abogados
Navigator Aviation Dac
Navitaire, Inc.
Nc Office of The State Treasurer
Nevada Department Of Taxation
New Orleans Aviation Bd
New York State Department
Nexgen Aero 1000245A
Niagara Frontier Transport. - Pfc
NJ Dept Of Revenue
NYS Unemployment Insurance
ODP Business Solutions LLC
Office of The Indiana Attorney Gene
Office of West Virginia State Treas
Oliver Wyman, LLC
One Diversified, LLC
Optum Bank Inc
Orix Aviation
Pa Dept Of Revenue
Palm Beach Int'L Airport Pfc
Paul, Weiss, Rifkind, Wharton
Pbf Holding Company LLC
Perimeter Logistics Inc
Pfc Greater Asheville Regional
Philadelphia Terminal & Equipment C
Philippi, Prietocarrizosa, Ferrero
Phillips 66 Company
Piedmont Triad Airport Auth Pfc's
Port Authority (Pfc Only)
Port Authority (Ewr Pfc Only)
Port Authority Of Ny & Nj
Port Of Oakland
Prime Flight Aviation Svcs/Gse
Prosegur Services Group, Inc.
Prospect Airport Services, Inc
Puma Energy (Aviation) S.A.
PWC
Quiq, Inc.
Rafael Conrado PLC
Reno-Tahoe Airport Authority
Rohr, Inc. 1000282A
Ron Wright, Tax Assessor
Ryan Inc.
Sabre, Inc.
Safran Landing Systems (Sas)
Safran Landing Systems Services Mx
San Diego County Regional Arprt Aut
Satair 1000289A
Seneam/Servicio De Adm Tribut
Sepriosa

Serfico-Fiassa
Sfvi Aircraft Holdings Us 1 LLC
Sheila L. Palmer, Collector, Missouri
Sim International B.V.
Sita
Sky High 132 Leasing Co /Icbc
Sky High 136 Leasing Company Limited
Sky Works Capital
SMBC Aviation Capital Ltd
St. Louis County Collector
Star Aviation, Inc. 1010982A
State of New Jersey - Dept of Commu
Superintendencia Adm. Tributaria
Swissport Sa Fuel Services, LLC
Swissport USA Inc
Ta Connections De & Il, LLC
Talent Inc
TBI Airport Management, Inc.
Team Jas Inc.
Tennessee Department of Treasury
Terpel Exportaciones Ci Sas
Tesoro Nacional - Aerocivil Aeronau
Tesoro Nacional - Pty
Textron Gse Inc.
Thrifty Car Rental
Tocumen International Airport
Total Airport Services
Total Energies Marketing USA, Inc.
Total Jamaica Limited 1000120A
Treasury NYC
Treasurer State of Connecticut
Tresor Publique/Redevances
U.S Dept Of Homeland Security
United Health Care Admin Fee
United Healthcare Services
United States Treasury
Unum Life Insurance Company Of Amer
Us Customs And Border Protection
Us Dept. Of Homeland Security
USDA, Aphis, Rot
Valero Marketing And Supply Company
Verizon Wireless
Walker Kirkpatrick
Washington State Dept Of Labor &
Waste Management of Penn, Inc
Wayne County Dept. Of Airports
West Virginia State Tax Dept
World Fuel Services, Inc.
World Fuel/Spire Flight Solutions
Worldwide Flight Services
Xtreme Aviation LLC

Zulu Technologies, LLC

SCHEDULE 2

CLIENT MATCH LIST

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

Exhibit C

Services Agreement



EPIQ CORPORATE RESTRUCTURING

STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between Epiq Corporate Restructuring, LLC (“Epiq”), on the one hand, and Spirit Airlines Inc., on its own behalf and on behalf of its subsidiaries listed on Exhibit A¹ attached hereto (collectively, the “Client”), on the other hand, as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

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

2. Term.

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

3. Charges.

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

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



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

4. Confidentiality.

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



5. Title to Property.

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

6. Disposition of Data.

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

7. Indemnification.

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



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

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

8. Limitation of Liability

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

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

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

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



9. Representations / Warranties.

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

10. Confidential On-Line Workspace

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

11. General

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



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

If to Epiq:

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

If to Client:

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

With a copy to:

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



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

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

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



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EPIQ CORPORATE RESTRUCTURING, LLC

A handwritten signature in blue ink, appearing to be "BT", with a long horizontal stroke extending to the right.

Name: Brad Tuttle

Title: Senior Managing Director and GM

SPIRIT AIRLINES, INC., on its own behalf
and on behalf of its subsidiaries

Signed by:
A handwritten signature in blue ink, appearing to be "Fred Cromer", enclosed in a blue rectangular box.
By: _____
D841E3C697B64BB...

Name: Fred Cromer

Title: Chief Financial Officer



EXHIBIT A

1. Spirit Airlines, Inc.

Subsidiaries

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

SERVICES SCHEDULE

SCHEDULES/STATEMENT PREPARATION

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

CLAIMS MANAGEMENT

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



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

NOTICING

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



manner of mailing.

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

BALLOTING/TABULATION

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

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

CALL CENTER

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



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

MISCELLANEOUS

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



PRICING SCHEDULE

CLAIM ADMINISTRATION HOURLY RATES

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

CLAIMS AND NOTICING RATES²

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

DATA MANAGEMENT RATES

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

ON-LINE CLAIM FILING SERVICES

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

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



CALL CENTER RATES

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

OTHER SERVICES RATES

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