

SPIRIT AIRLINES, INC. ET AL.

CONVERTIBLE NOTES SUBSCRIPTION AND ELECTION FORM FOR EQUITY RIGHTS OFFERING OR PLAN TREATMENT ELECTION FOR USE BY ELIGIBLE CONVERTIBLE NOTES CLAIM HOLDERS

(I) TO PARTICIPATE IN THE EQUITY RIGHTS OFFERING, AND (II) TO MAKE A PLAN TREATMENT ELECTION IN CONNECTION WITH THE DEBTORS' PLAN AND DISCLOSURE STATEMENT

SUBSCRIPTION TENDER DEADLINE: JANUARY 30, 2025
SUBSCRIPTION PAYMENT DEADLINE: JANUARY 31, 2025

This Convertible Notes Subscription and Election Form (this “Subscription Form”) is for use by Eligible Convertible Notes Claim Holders

This Subscription Form relates both to the Equity Rights Offering and certain procedures for Eligible Convertible Notes Claim Holders who do not wish to participate in the Equity Rights Offering but would like to receive their Plan distribution as soon as practicable by making the Plan treatment election set forth herein (a “Plan Treatment Election”).

Subscription Tender and Plan Treatment Election Deadline. The deadline for the bank, broker, or other financial institution that holds Convertible Notes in “street name” at DTC (each, a “Nominee”) on behalf of an Eligible Convertible Notes Claim Holder to electronically deliver the portion(s) of such Eligible Convertible Notes Claim Holder’s Convertible Notes for which such Eligible Convertible Notes Claim Holder is participating in the Equity Rights Offering or is making a Plan Treatment Election into the applicable option established on the Automated Tender Offer Program (“ATOP”) at The Depository Trust Company (“DTC”) is 5:00 p.m. (prevailing Eastern Time) on January 30, 2025 (the “Subscription Tender Deadline”).

Subscription Payment Deadline. The deadline for each Eligible Convertible Notes Claim Holder (other than for Eligible Convertible Notes Claim Holders who are Backstop Commitment Parties) to wire payment of such Eligible Convertible Notes Claim Holder’s Aggregate Purchase Price (as defined herein) is 5:00 p.m. (prevailing Eastern Time) on January 31, 2025 (the “Subscription Payment Deadline”), which is one (1) business day after the actual Subscription Tender Deadline.

To subscribe to purchase its pro rata share of the New Equity Interests, each Eligible Convertible Notes Claim Holder must instruct its Nominee(s) to electronically deliver the portion of Convertible Notes for which such Eligible Convertible Notes Claim Holder is participating in the Equity Rights Offering into the option established on DTC’s ATOP on or before the Subscription Tender Deadline. Failure to timely tender (or cause to be tendered) your Convertible Notes into ATOP by the Subscription Tender Deadline will result in the waiver and forfeiture of your Subscription Rights.

Special Note Regarding Plan Treatment Election with NO Participation in Equity Rights Offering. To permit the distribution of the New Equity Interests and Exit Secured Notes to Convertible Noteholders under the Plan, the Debtors require certain details about each Convertible Noteholder, including information about whether they are U.S. Persons and their eligibility to receive certain securities. The Plan Treatment Election-only options available to Convertible Noteholders are Options 3A through 3D, as described further below. For the avoidance of doubt, a Convertible Noteholder that has not affirmatively certified that it is (a) not a U.S. person (as defined in the Regulation S under the Securities Act, a “U.S. Person”, and such person who is not a U.S. Person, a “Non-U.S. Person”), (b) a Qualified Institutional Buyer (as defined under Rule 144A of the Securities Act, a “QIB”), or (c) an Institutional Accredited Investor (as defined under Rule 144A of the Securities Act, an “IAI”) will be an Ineligible Convertible Noteholder under the Plan and shall receive New Equity Interests in lieu of Exit Secured Notes pursuant to the Ineligible Convertible Noteholder Adjustment as set forth in Article III.A.5 of the Plan. The Plan Treatment Election period will commence on the Subscription and Election Commencement Date and will expire at the Subscription Tender Deadline. Each Convertible Noteholder intending to make one of the Option 3 elections must affirmatively elect to do so in the manner set forth below on or before the Subscription Tender Deadline.

DOT Compliance Questionnaire. Each Eligible Convertible Notes Claim Holder that is participating in the Equity Rights Offering and/or receiving the Plan consideration must review the DOT Compliance Questionnaire (as defined below) and submit its responses to the DOT Compliance Questionnaire no later than one (1) business day following the Subscription Tender Deadline, in a manner to be further determined by the Subscription Agent, including through a portal on the Debtors’ restructuring website, at <https://dm.epiq11.com/case/spirit/info>, or through a spreadsheet that contains the identical contents as Exhibit D, to be posted by the Subscription Agent on the Debtors’ restructuring website at <https://dm.epiq11.com/case/spirit/info>.

Each Eligible Convertible Notes Claim Holder should allot sufficient time to coordinate with its Nominee(s) to ensure that its Convertible Notes are tendered by the Subscription Tender Deadline, and its responses to the DOT Compliance Questionnaire are submitted by one (1) business day following the Subscription Tender Deadline.

Finally, each Eligible Convertible Notes Claim Holder that is participating in the Equity Rights Offering and is not a Backstop Commitment Party must also submit (or cause to be submitted) a wire transfer of its Aggregate Purchase Price to the Subscription Agent in accordance with the wire instructions on or before the Subscription Payment Deadline. An Eligible Convertible Notes Claim Holder’s (other than a Backstop Commitment Party) failure to wire payment of the Aggregate Purchase Price on or before the Subscription Payment Deadline will result in the waiver and forfeiture of such Eligible Convertible Notes Claim Holder’s Subscription Rights. Waiver and forfeiture of such Eligible Convertible Notes Claim Holder’s Subscription Rights will result in the rejection of the electronic ATOP submission of Convertible Notes Claims.

Each Equity Rights Offering Share distributed and issued by the Debtors upon the exercise of the Subscription Rights pursuant hereto is being distributed and issued by the Debtors without registration under the Securities Act, in reliance upon the exemption in section 1145 of the Bankruptcy Code, or to the extent such exemption is not available with respect to a particular Holder or Holders, then pursuant to other applicable exemptions from registration under the Securities Act. None of Subscription Rights or rights to purchase the Equity Rights Offering Shares issuable upon exercise of such Subscription Rights distributed pursuant to the Equity Rights Offering Procedures have been or will be registered under the Securities Act or any state or local law requiring registration for the offer and sale of a security. Further, the Equity Rights Offering Shares issuable upon the exercise of such Subscription Rights distributed pursuant to these Equity Rights Offering Procedures may be issued in varying forms, including but not limited to common stock or other forms of equity interests.

Please consult the Plan, the Disclosure Statement, and the Equity Rights Offering Procedures for additional information with respect to this Subscription Form. Any terms capitalized but not defined herein shall have the meanings as set forth in the Plan or the Equity Rights Offering Procedures, as applicable.

PLEASE FURTHER NOTE THAT SUBJECT TO THE TERMS AND CONDITIONS OF THE EQUITY RIGHTS OFFERING PROCEDURES, ALL SUBSCRIPTIONS SET FORTH IN THIS SUBSCRIPTION FORM ARE IRREVOCABLE AFTER THE SUBSCRIPTION TENDER DEADLINE FOR ALLOWED CONVERTIBLE NOTES CLAIMS.

If you have any questions, please contact the Subscription Agent via email at Registration@epiqglobal.com (please reference “Spirit Rights Offering” in the subject line) or at the following phone number: (646) 362-6336.

To participate in the Equity Rights Offering or to make a Plan Treatment Election, you must relay your instructions to your Nominee(s). If you wish to participate in the Equity Rights Offering, please complete this Subscription Form in order to determine the number of Equity Rights Offering Shares you are entitled to purchase and the Aggregate Purchase Price therefor. Please return this Subscription Form to your Nominee(s) or otherwise follow your Nominee’s instructions with respect to relaying the necessary instructions to permit your Nominee(s) to tender your Convertible Notes prior to the Subscription Tender Deadline, and follow all other directions in this Subscription Form by the relevant deadlines.

IMPORTANT NOTE TO NOMINEES: As further described in **Exhibit C** attached hereto, on behalf of its Eligible Convertible Notes Claim Holder(s) who participates in the Equity Rights Offering through DTC, the Nominee (in such capacity, a “DTC Participant”) shall be required to provide a spreadsheet (the “DTC Participant Spreadsheet”) to the Subscription Agent by 5:00 p.m. New York City Time on January 31, 2025 (one business day following the Subscription Tender Deadline) in connection with either Option 1 or Option 2 as set forth below. Such DTC Participant Spreadsheet shall include, for each tendered position, (i) the backstop commitment code (the

“Backstop Commitment Code”) for any Backstop Commitment Party and (ii) wire details for any payments on behalf of a non-Backstop Commitment Party. The DTC Participant Spreadsheet for any Backstop Commitment Party shall, among other things, provide such Backstop Commitment Party’s Backstop Commitment Code, so that no payment will be due for such Backstop Commitment Party on the Subscription Payment Deadline.

Item 1. Subscribing for Equity Rights Offering Shares or Making a Plan Treatment Election.

Each Eligible Convertible Notes Claim Holder electing to participate in the Equity Rights Offering or to make a Plan Treatment Election must instruct its Nominee(s) to electronically deliver its Convertible Notes into DTC’s ATOP platform. By tendering (or causing to be tendered) Convertible Notes into ATOP, such Eligible Convertible Notes Claim Holder is certifying that it holds the Convertible Notes, is eligible to participate in the Equity Rights Offering, and agrees to be bound by the terms of the Equity Rights Offering or Plan Treatment Election.

IMPORTANT NOTE: THE EXERCISE OF THE SUBSCRIPTION RIGHTS AND PLAN TREATMENT ELECTIONS BY ELIGIBLE CONVERTIBLE NOTES CLAIM HOLDERS WILL BE EFFECTUATED THROUGH THE SUBMISSION OF THE UNDERLYING CONVERTIBLE NOTES THROUGH DTC’S ATOP. FOR THE AVOIDANCE OF DOUBT, ONCE AN ELIGIBLE CONVERTIBLE NOTES CLAIM HOLDER’S CONVERTIBLE NOTES ARE TENDERED INTO ATOP, SUCH CONVERTIBLE NOTES ARE “FROZEN” FROM ANY OTHER TRADING OR TRANSFER UNLESS VALIDLY WITHDRAWN PRIOR TO THE SUBSCRIPTION TENDER DEADLINE.

An Eligible Convertible Notes Claim Holder must tender a minimum of \$1,000 of Convertible Notes to participate in the Equity Rights Offering and may tender additional integral multiples thereof. Therefore, DTC will accept minimum tenders of \$1,000 of Convertible Notes and integral multiples thereof thereafter. Nominees must submit instructions on account of each of their Eligible Convertible Notes Claim Holder clients separately. “Bulk tenders” into ATOP will not be permitted.

Withdrawals from ATOP will be permitted up to (but not beyond) the Subscription Tender Deadline.

IMPORTANT NOTE: IF YOU HOLD YOUR CONVERTIBLE NOTES THROUGH MORE THAN ONE NOMINEE, YOU MUST GIVE INSTRUCTIONS TO EACH APPLICABLE NOMINEE.

Item 2. Calculation of Subscription Rights, if applicable.

In the chart below, insert the principal amount of your Convertible Notes to be electronically delivered through ATOP. Please include the principal (face) amount of your Convertible Notes only—do not include any accrued or unmatured interest. If you do not know the principal amount of your Convertible Notes held, please contact your Nominee(s) immediately.

Please note that the amount below must be no greater than the principal amount of Convertible Notes that your Nominee electronically delivers on your behalf via ATOP. If there is a discrepancy between the amount set forth in the chart below and the amount(s) actually delivered via ATOP, the amount submitted through ATOP shall control. Moreover, please note that if your calculations are incorrect the amount of Convertible Notes tendered into ATOP will control regarding the amount of Equity Rights Offering Shares that you are committed to purchase pursuant to the Equity Rights Offering.

Description of the Convertible Notes	CUSIP/ISIN	Principal Amount of Convertible Notes Tendered in the Equity Rights Offering		Rights Factor		Number of Equity Rights Offering Shares
4.75% Convertible Senior Notes due 2025	848577AA0 / US848577AA03	\$ _____	x	0.009105	=	<div></div> <div>(shares)</div> <div>(Round down to the nearest whole share)</div> <div>[A1]</div>
1.00% Convertible Senior Notes due 2026	848577AB8 / US848577AB85	\$ _____	x	0.009105	=	<div></div> <div>(shares)</div> <div>(Round down to the nearest whole share)</div> <div>[A2]</div>
						<div></div> <div>(TOTAL SHARES)</div> <div>[A3]</div>

Item 3. Selection of Equity Rights Offering or Plan Treatment Election Option

There are a total of nine sub-options for Eligible Convertible Notes Claim Holders, as described below. You may only pick one option per tender instruction.

1. Election options for Equity Rights Offering participation (with participation in the Equity Rights Offering and requiring a separate payment in accordance with the Equity Rights Offering Procedures) – and NO DESIGNATION of Plan consideration and Equity Rights Offering entitlements. Additional information regarding the certifications described below is set forth in Exhibit B attached hereto.

- ☐ **Option 1A.** Participate in the Equity Rights Offering and receive Exit Secured Notes (in accordance with the Plan) as a QIB – tender notes by the Subscription Tender Deadline, pay in accordance with the payment instructions, and receive all Plan consideration and Equity Rights Offering entitlements through DTC, to the extent such securities are eligible on the DTC platform. Payment by non-Backstop Commitment Parties must be made by the Subscription Payment Deadline. Each Eligible Convertible Notes Claim Holder tendering into Option 1A must certify for purposes of the distribution of the Exit Secured Notes (in accordance with the Plan) that such Eligible Convertible Notes Claim Holder is (i) a QIB, and (ii) eligible to receive a 144A CUSIP.
- ☐ **Option 1B.** Participate in the Equity Rights Offering and receive Exit Secured Notes (in accordance with the Plan) as an IAI – tender notes by the Subscription Tender Deadline, pay in accordance with the payment instructions, and receive all Plan consideration and Equity Rights Offering entitlements through DTC, to the extent such securities are eligible on the DTC platform. Payment by non-Backstop Commitment Parties must be made by the Subscription Payment Deadline. Each Eligible Convertible Notes Claim Holder tendering into Option 1B must certify for purposes of the distribution of the Exit Secured Notes (in accordance with the Plan) that such Eligible Convertible Noteholder is (i) an IAI, and (ii) eligible to receive an Accredited Investor CUSIP.
- ☐ **Option 1C.** Participate in the Equity Rights Offering and receive New Equity Interests in lieu of Exit Secured Notes as a result of status as a U.S. Person who is not a QIB or IAI – tender notes by the Subscription Tender Deadline, pay in accordance with the payment instructions, and receive all Plan consideration and Equity Rights Offering entitlements through DTC, to the extent such securities are eligible on the DTC platform. Payment by non-Backstop Commitment Parties must be made by the Subscription Payment Deadline. Each Eligible Convertible Notes Claim Holder tendering into Option 1C must certify for purposes of the Ineligible Convertible Noteholder Adjustment that such Eligible Convertible Notes Claim Holder is (i) a U.S. Person, (ii) *not* a QIB, and (iii) *not* an IAI.
- ☐ **Option 1D.** Participate in the Equity Rights Offering and receive Exit Secured Notes (in accordance with the Plan) as a Non-U.S. Person – tender notes by the Subscription Tender Deadline, pay in accordance with the payment instructions, and receive all Plan consideration and Equity Rights Offering entitlements through DTC, to the extent such securities are eligible

on the DTC platform. Payment by non-Backstop Commitment Parties must be made by the Subscription Payment Deadline. Each Eligible Convertible Notes Claim Holder tendering into Option 1D must certify for purposes of the distribution of the Exit Secured Notes (in accordance with the Plan) that such Eligible Convertible Notes Claim Holder is (i) a Non-U.S. Person and (ii) eligible to receive a Regulation S CUSIP.

In connection with each of Options 1A through 1D above, the tendering Eligible Convertible Notes Claim Holder must also provide the DOT Compliance Questionnaire on behalf of each Eligible Convertible Notes Claim Holder in accordance with Item 9 and the instructions set forth in the DOT Compliance Questionnaire.

2. Election option for Equity Rights Offering participation (with participation in the Equity Rights Offering and requiring a separate payment in accordance with the Equity Rights Offering Procedures) and DESIGNATION of all or a portion of its Plan consideration and Equity Rights Offering entitlements to Related Purchaser(s) (as defined in the Backstop Commitment Agreement) in accordance with the DESIGNATION FORM attached as Exhibit A attached hereto (the “Designation Form”) – with all such Plan consideration and Equity Rights Offering entitlements to be distributed via Deposit or Withdrawal at Custodian (“DWAC”) deposit and not through ATOP. Each Eligible Convertible Notes Claim Holder tendering into this Option 2 must provide the Designation Form in accordance with the directions contained in the Designation Form with respect to all such Convertible Notes that elected Option 2.

In connection with the DOT compliance analysis described in Item 9, certain Eligible Convertible Notes Claim Holders may be required to tender notes into Option 2 in connection with an election to participate in the Equity Rights Offering. Any such Eligible Convertible Notes Claim Holders will be contacted with instructions, if applicable.

- ☐ **Option 2.** *Available only to institutional investors and not individuals.* Participate in the Equity Rights Offering – tender notes by the Subscription Tender Deadline, pay in accordance with the payment instructions, and receive Plan consideration and Equity Rights Offering entitlements through a private arrangement to be agreed with the applicable Eligible Convertible Notes Claim Holder, which will permit such Eligible Convertible Notes Claim Holder to designate all or a portion of its Plan consideration and Equity Rights Offering entitlements to Related Purchaser(s), provided that with respect to any such Related Purchaser designated to receive Exit Secured Notes (in accordance with the Plan), the Eligible Convertible Notes Claim Holder must provide certifications that such Related Purchaser is a Non-U.S. Person, a QIB, or an IAI (additional information regarding the certifications is set forth in Exhibit B attached hereto). Securities are expected to be delivered to the specified designee(s) through the DWAC deposit of such securities to the relevant designee(s)’ Nominee(s), to the extent such securities are eligible on the DTC platform. Payment by non-Backstop Commitment Parties must be made by the Subscription Payment Deadline and payment by the Backstop Commitment Parties must be made in accordance with the Backstop Commitment Agreement. The tendering Eligible Convertible Notes Claim Holder must provide (i) the Designation Form in accordance with the procedures shown in the Designation

Form attached to this Subscription Form, (ii) the Designation Spreadsheet (as defined below) and (iii) the DOT Compliance Questionnaire on behalf of each Eligible Convertible Notes Claim Holder and each Eligible Convertible Notes Claim Holder's designee(s), if applicable, in accordance with Item 9 hereto and the instructions set forth in the DOT Compliance Questionnaire. This is a "Deliver-Only" option and no entitlements will be distributed through the DTC ATOP event.

3. Election options for Plan treatment only (no Equity Rights Offering participation and no required payment). Additional information regarding the certifications described below is set forth in Exhibit B attached hereto.

- ☐ **Option 3A.** Not participate in the Equity Rights Offering and receive Exit Secured Notes (in accordance with the Plan) as a QIB – tender notes by the Subscription Tender Deadline and receive all Plan consideration through DTC, to the extent such securities are eligible on the DTC platform. Must certify for purposes of the distribution of the Exit Secured Notes (in accordance with the Plan) that the Eligible Convertible Notes Claim Holder is (i) a QIB and (ii) eligible to receive a 144A CUSIP.
- ☐ **Option 3B.** Not participate in the Equity Rights Offering and receive Exit Secured Notes (in accordance with the Plan) as an IAI – tender notes by the Subscription Tender Deadline and receive all Plan consideration through DTC, to the extent such securities are eligible on the DTC platform. Must certify for purposes of the distribution of the Exit Secured Notes (in accordance with the Plan) that the Eligible Convertible Notes Claim Holder is (i) an IAI and (ii) eligible to receive an Accredited Investor CUSIP.
- ☐ **Option 3C.** Not participate in the Equity Rights Offering and receive New Equity Interests in lieu of Exit Secured Notes as a result of status as a U.S. Person who is not a QIB or IAI – tender notes by the Subscription Tender Deadline and receive all Plan consideration through DTC, to the extent such securities are eligible on the DTC platform. Must certify for purposes of the Ineligible Convertible Noteholder Adjustment that the Eligible Convertible Notes Claim Holder is (i) a U.S. Person, (ii) *not* a QIB, and (iii) *not* an IAI. The treatment set forth in this Option 3C shall be the default treatment for any Eligible Convertible Notes Claim Holder who does not validly select any of the Option 1, Option 2, or Option 3 election options, and such non-electing Eligible Convertible Notes Claim Holder shall be deemed to have selected this Option 3C.
- ☐ **Option 3D.** Not participate in the Equity Rights Offering and receive Exit Secured Notes (in accordance with the Plan) as a Non-U.S. Person – tender notes by the Subscription Tender Deadline and receive all Plan consideration through DTC, to the extent such securities are eligible on the DTC platform. Must certify for purposes of the distribution of the Exit Secured Notes (in accordance with the Plan) that the Eligible Convertible Notes Claim Holder is (i) a Non-U.S. Person and (ii) eligible to receive a Regulation S CUSIP.

In connection with each of Options 3A through 3D above, the tendering Eligible Convertible Notes Claim Holder must also provide the DOT Compliance Questionnaire on behalf of each

Eligible Convertible Notes Claim Holder in accordance with Item 9 and the instructions set forth in the DOT Compliance Questionnaire.

Item 4. Calculation of Aggregate Purchase Price for Option 1 or Option 2

If you selected one of the options in Option 1 or Option 2, please calculate the aggregate purchase price (the “Aggregate Purchase Price”) in the chart below for the Equity Rights Offering Shares for which you have elected to subscribe as shown in [A3] above.

To arrive at the Aggregate Purchase Price, please multiply the number of Equity Rights Offering Shares subscribed by the price per share and then round up or down to the nearest dollar.

Number of the Equity Rights Offering Shares		Price per Equity Rights Offering Share		Aggregate Purchase Price
<div>_____</div> <div>(Aggregate shares)</div> <div>(Transpose the <i>Total Shares</i> from Section 2 [A3] above)</div>	x	\$14.00	=	<div>\$ _____</div> <div>(Round up or down to the nearest dollar)</div> <div>[B]</div>

Item 5. Backstop Commitment Parties.

☐ Check this box if you are a “Backstop Commitment Party” and insert your Backstop Commitment Code below or otherwise convey it to your Nominee.

Insert Backstop Commitment Code:
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If you do not have a Backstop Commitment Code, you are not a Backstop Commitment Party.

(THE DEFINITION OF “BACKSTOP COMMITMENT PARTY” IS SET FORTH IN THAT CERTAIN BACKSTOP COMMITMENT AGREEMENT, DATED AS OF NOVEMBER 18, 2024, AMONG SPIRIT AIRLINES, INC. AND THE BACKSTOP COMMITMENT PARTIES.)

If you are a Backstop Commitment Party, you must deliver your Aggregate Purchase Price in accordance with the terms of the Backstop Commitment Agreement and can disregard Item 6 below.

Item 6. Payment and Delivery Instructions for Option 1 and Option 2 – for all Participating Holders that are not Backstop Commitment Parties and elected Option 1 or Option 2

Payment of the Aggregate Purchase Price calculated pursuant to Item 4 above shall be made by wire transfer ONLY of immediately available funds. Eligible Convertible Notes Claim Holders who are not Backstop Commitment Parties must deliver full payment of the Aggregate Purchase Price so as to be received by the Subscription Agent by the Subscription Payment Deadline or the subscription represented by such Eligible Convertible Notes Claim Holder's Subscription Tender will not be recognized, and the associated Subscription Rights will be deemed forever relinquished and waived. Any Eligible Convertible Notes Claim Holder that is submitting payment via its Nominee(s) must coordinate such payment with its Nominee(s) in sufficient time to ensure such payment is provided to the Subscription Agent on or prior to the Subscription Payment Deadline.

Upon tendering its Convertible Notes, each Eligible Convertible Notes Claim Holder who is not a Backstop Commitment Party will receive its Plan consideration and Equity Rights Offering entitlements in accordance with the election option selected by such Eligible Convertible Notes Claim Holder.

Each Eligible Convertible Notes Claim Holder who participates in the Equity Rights Offering by tendering its Convertible Notes into the "Option 2" ATOP election (as described in the Equity Rights Offering Procedures) and makes the required payment by the applicable deadline, shall receive its Plan treatment and Equity Rights Offering Shares on account of such tender as outlined in the Designation Form. Each Eligible Convertible Notes Claim Holder tendering into the "Option 2" ATOP election must provide the Designation Form in accordance with the directions contained in the Designation Form.

Please note that the below instructions pertain to all Eligible Convertible Notes Claim Holders who are NOT Backstop Commitment Parties. (Backstop Commitment Parties will receive separate funding instructions at the appropriate time.)

Wire Instructions:

Bank Name:	Citizens Bank, NA
Bank Address:	1 Citizens Drive, Riverside, RI 02915
ABA/Routing No.:	036076150
SWIFT (for international wires):	CTZIUS33
Account Name:	Epiq Corporate Restructuring LLC as Agt for Spirit Airlines Inc Subscription Account
Account No.:	6326335276
Reference:	Insert VOI Number of ATOP Tender (or Euroclear or Clearstream reference number, if applicable) in memo field <u>OR</u> a Nominee acting on behalf of multiple parties may provide a spreadsheet to the Subscription Agent

Item 7. For Option 1 or Option 2 only - Wire information in the event a refund is needed; ONLY if the holder is providing the wire in lieu of the Nominee:¹

Account Name:	
Bank Account No.:	
ABA/Routing No.:	
Bank Name:	
Bank Address:	
Reference:	

Item 8. Requirements and Certifications Regarding QIB, IAI and Non-U.S. Person Status.

When selecting its applicable options, each Eligible Convertible Notes Claim Holder must review the requirements and certifications included in **Exhibit B** attached hereto and submit its certification response in accordance with the instructions included therein.

Item 9. DOT Compliance Questionnaire.

Under the U.S. Department of Transportation (“**DOT**”) regulations and federal law, the Reorganized Debtors must be owned and controlled by U.S. citizens. In order to qualify, at least 75% of Reorganized Debtors’ stock must be voted by U.S. citizens, 51% of the Reorganized Debtors’ outstanding equity must be owned by U.S. citizens, and its president and at least two-thirds of its board of directors and senior management must be U.S. citizens. The Reorganized Debtors may, with the consent of the Required Consenting Stakeholders, implement appropriate structures for the issuance of New Equity Interests, including potentially alternative forms of New Equity Interests, pursuant to the Plan, in order to comply with any applicable DOT rules and regulations, including to address any applicable limitations on the amount of Reorganized Debtors’ equity or voting stock that may be owned or voted by non-U.S. citizens, and any other applicable law or regulations. Appropriate structures may vary and will be subject to DOT approval, but may include the formation of new entities to directly or indirectly hold New Equity Interests or the issuance of varying forms of New Equity Interests.

For purposes of the Equity Rights Offering and the Plan Distribution, each Eligible Convertible Notes Claim Holder or such Eligible Convertible Notes Claim Holder’s designee(s), if applicable, shall be required to review the DOT Compliance Questionnaire attached as **Exhibit D** hereto (the “**DOT Compliance Questionnaire**”) and to submit its responses to the DOT Compliance Questionnaire (which responses may be the same as provided in a previously

¹ If payment of the Aggregate Purchase Price will be made by your Nominee on your behalf, the wire information in this Item 7 should be your Nominee’s information, and any refund will be issued to your Nominee.

submitted DOT Compliance Questionnaire, if applicable) following the instructions set forth herein and in the DOT Compliance Questionnaire (and no later than the date required herein) and/or any other documentation requested thereunder.

If your responses to the DOT Compliance Questionnaire are incomplete or are not submitted properly in a manner acceptable to the Debtors or not timely submitted by one (1) business day following the Subscription Tender Deadline in accordance with the procedures set forth herein and therein, then the Debtors reserve the right to not honor the exercise of your Subscription Rights or to reject issuance of New Equity Interests to you under the Plan.

Item 10. General Certification.

By providing its subscription instructions to its Nominee(s), each Eligible Convertible Notes Claim Holder certifies that it (i) is an Eligible Convertible Notes Claim Holder, (ii) is entitled to participate in the Equity Rights Offering or Plan Treatment Election, as applicable, (iii) has reviewed a copy of the Plan, the Disclosure Statement, and the Equity Rights Offering Procedures (including the Equity Rights Offering instructions included therein) and other applicable materials, (iv) understands that (a) for Option 1 or Option 2, the exercise of the Subscription Rights under the Equity Rights Offering or (b) for Option 3, the Plan Treatment Election is subject to all the terms and conditions set forth in the Plan, Disclosure Statement and the Equity Rights Offering Procedures, and (v) has submitted its certification required under above Item 8.

For Option 1 or Option 2 Only: The Eligible Convertible Notes Claim Holder acknowledges that, by providing its subscription instructions to its Nominee(s), such Eligible Convertible Notes Claim Holder has elected to subscribe for the number of Equity Rights Offering Shares associated with the subscription instructions provided to its Nominee(s), as set forth in Box [B] and that it may be liable to the Debtors to the extent of any nonpayment.

PLEASE COORDINATE WITH YOUR NOMINEE(S) TO ARRANGE FOR THE DELIVERY OF YOUR CONVERTIBLE NOTES BY THE SUBSCRIPTION TENDER DEADLINE.

Questions relating to the Equity Rights Offering and Plan Treatment Election should be directed to the Subscription Agent via email to Registration@epiqglobal.com (please reference “Spirit Rights Offering” in the subject line) or at the following phone number: (646) 362-6336.

To obtain copies of the Plan, Disclosure Statement or Equity Rights Offering Procedures, please visit https://dm.epiq11.com/case/spirit/info .

PLEASE RETURN THIS SUBSCRIPTION FORM OR OTHER INSTRUCTION (AS REQUIRED BY YOUR NOMINEE(S)) ONLY TO YOUR NOMINEE(S). DO NOT RETURN SUBSCRIPTION FORMS DIRECTLY TO THE SUBSCRIPTION AGENT.

PLEASE NOTE: SUBSCRIPTIONS OR PLAN TREATMENT ELECTIONS FOR CONVERTIBLE NOTES CLAIM HOLDERS WILL NOT BE VALID UNLESS THE
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RELEVANT CONVERTIBLE NOTES HAVE BEEN TENDERED THROUGH ATOP ON OR BEFORE THE SUBSCRIPTION TENDER DEADLINE.

EXCEPT FOR THE BACKSTOP COMMITMENT PARTIES, PAYMENT OF THE AGGREGATE PURCHASE PRICE BY PARTICIPATING HOLDERS THAT ARE NOT BACKSTOP COMMITMENT PARTIES FOR OPTION 1 OR OPTION 2 MUST BE MADE BY THE SUBSCRIPTION PAYMENT DEADLINE TO THE SUBSCRIPTION AGENT.

Exhibit A

Designation Form – Only for Option 2

Option 2 is available only to institutional investors and not individuals.

With respect to Option 2, which requests the DESIGNATION of all or a portion of its Plan consideration and Equity Rights Offering entitlements to Related Purchaser(s) in accordance with this DESIGNATION FORM – with all entitlements to be distributed via DWAC deposit and not through ATOP. Each Eligible Convertible Notes Claim Holder tendering into Option 2 must provide the Designation Form in accordance with the directions contained in the Designation Form.

By selecting Option 2, you are electing to participate in the Equity Rights Offering by tendering your notes by the Subscription Tender Deadline, paying in accordance with the payment instructions, and receiving Plan consideration and Equity Rights Offering entitlements through a private arrangement to be agreed with the applicable Eligible Convertible Notes Claim Holder, which will permit the Eligible Convertible Notes Claim Holder to designate all or a portion of its Plan consideration and Equity Rights Offering entitlements to Related Purchaser(s). Plan consideration and Equity Rights Offering entitlements with respect to Option 2 elections are expected to be delivered through the DWAC deposit of such securities to the relevant DTC Participants, to the extent such securities are eligible on the DTC platform. Payment of the Aggregate Purchase Price by each Participating Holder that is not a Backstop Commitment Party must be made by the Subscription Payment Deadline. The Participating Holder must provide (i) this Designation Form in accordance with the procedures described below, and (ii) the designation spreadsheet described below (the “Designation Spreadsheet”), which must accompany the Designation Form.

The Option 2 Designation Spreadsheet is available from the Subscription Agent by emailing Registration@epiqglobal.com (with reference to “Spirit Rights Offering Designation Spreadsheet” in the subject line).

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DESIGNATION FORM TO ACCOMPANY DESIGNATION SPREADSHEET

One Designation Form may be used by a fund manager or similar entity to cover the Designations of multiple affiliated Eligible Convertible Notes Claim Holders that are managed by or affiliated with such entity.

1. Certification by the Institutional Investor.

I certify that any entity to which Exit Secured Notes are being designated is either a QIB, IAI, or Non-U.S. Person.

Name of Eligible Convertible
Notes Claim Holder(s) that
selected Option 2:

Name of contact person at the
Eligible Convertible Notes
Claim Holder(s):

Contact person's telephone
number:

Contact person's email
address:

Date:

Signature:

Name of Signatory:

Title of Signatory:

2. Return of the Designation Form and Designation Spreadsheet:

Deadline: 5:00 p.m. New York City Time on January 31, 2025, which is one business day following the Subscription Tender Deadline.

Return Instructions:

The completed Designation Form and Designation Spreadsheet must be returned to the Subscription Agent via email to Registration@epiqglobal.com (with reference to "Spirit Rights Offering Designation" in the subject line) by the deadline shown above.

Exhibit B

INVESTOR QUESTIONNAIRE

To be eligible for receiving the Exit Secured Notes under the Plan, each Eligible Convertible Notes Claim Holder must certify that it (or its Related Purchaser(s)) is either (a) a “qualified institutional buyer” (as defined under Rule 144A of the Securities Act, a “Qualified Institutional Buyer”), (b) an institutional “accredited investor” (within the meaning of Rule 501(a)(1), (2), (3), (7), (8), (9), (12), and (13) under the Securities Act) or an entity in which all of the equity investors are institutional “accredited investors” (an “Institutional Accredited Investor”), or (c) not a “U.S. person” and is not acting for the account or benefit of a “U.S. person” (as defined in the Regulation S under the Securities Act, a “U.S. Person”, and such person who is not a U.S. Person or acting for the account or benefit of a U.S. Person, a “Non-U.S. Person”). For your reference, the definitions of Qualified Institutional Buyer, Institutional Accredited Investor, and U.S. Person are set forth below. Capitalized terms used and not otherwise defined in this Exhibit B have the meanings given to them in the Convertible Notes Subscription and Election Form to which this Investor Questionnaire is attached (the “Subscription Form”).

Accordingly, (a) each Eligible Convertible Notes Claim Holder that selects any option under Option 1 or 3 must respond to the question shown below by selecting the applicable Equity Rights Offering or Plan Treatment Election option established on ATOP (as described in Item 3 of the Subscription Form), and (b) each Eligible Convertible Notes Claim Holder that selects Option 2 (and thus is required to submit the Designation Spreadsheet) must respond to the question shown below by certifying via the Designation Spreadsheet.

IN ORDER FOR AN ELIGIBLE CONVERTIBLE NOTES CLAIM HOLDER OR ITS RELATED PURCHASER(S) TO RECEIVE A DISTRIBUTION OF EXIT SECURED NOTES UNDER THE PLAN, SUCH ELIGIBLE CONVERTIBLE NOTES CLAIM HOLDER MUST CERTIFY ITS RESPONSE TO THE QUESTION BELOW BY SELECTING THE APPLICABLE EQUITY RIGHTS OFFERING OR PLAN TREATMENT ELECTION OPTION THROUGH ATOP OR IN THE DESIGNATION SPREADSHEET, AS APPLICABLE. ANY ELIGIBLE CONVERTIBLE NOTES CLAIM HOLDER OR ITS RELATED PURCHASER(S) THAT DOES NOT PROVIDE SUCH CERTIFICATION, OR THAT SELECTS OPTION 1C OR OPTION 3C (THEREBY CERTIFYING THAT IT IS A U.S. PERSON AND ARE NOT A QUALIFIED INSTITUTIONAL BUYER OR INSTITUTIONAL ACCREDITED INVESTOR) IS NOT ELIGIBLE TO RECEIVE ANY EXIT SECURED NOTES UNDER THE PLAN.

QUESTION

- As of the Subscription Tender Deadline, is the Eligible Convertible Notes Claim Holder or its Related Purchaser(s), as applicable, (a) a Qualified Institutional Buyer, (b) an Institutional Accredited Investor, or (c) a Non-U.S. Person?

“Qualified Institutional Buyer” means:

(i) Any of the following entities, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with the entity:

- (A) Any insurance company as defined in section 2(a)(13) of the Act;
- (B) Any investment company registered under the Investment Company Act or any business development company as defined in section 2(a)(48) of that Act;
- (C) Any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958 or any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act;
- (D) Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;
- (E) Any employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974;
- (F) Any trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in paragraph (a)(1)(i)(D) or (E) of this section, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;
- (G) Any business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;
- (H) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation (other than a bank as defined in section 3(a)(2) of the Act or a savings and loan association or other institution referenced in section 3(a)(5)(A) of the Act or a foreign bank or savings and loan association or equivalent institution), partnership, limited liability company, or Massachusetts or similar business trust;
- (I) Any investment adviser registered under the Investment Advisers Act; and
- (J) Any institutional accredited investor, as defined in rule 501(a) under the Act, of a type not listed in paragraphs (a)(1)(i)(A) through (I) or paragraphs (a)(1)(ii) through (vi).

(ii) Any dealer registered pursuant to section 15 of the Exchange Act, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$10 million of securities of issuers that are not affiliated with the dealer, provided, that securities constituting the whole or a part of an

unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer;

(iii) Any dealer registered pursuant to section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a qualified institutional buyer;

(iv) Any investment company registered under the Investment Company Act, acting for its own account or for the accounts of other qualified institutional buyers, that is part of a family of investment companies which own in the aggregate at least \$100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies. Family of investment companies means any two or more investment companies registered under the Investment Company Act, except for a unit investment trust whose assets consist solely of shares of one or more registered investment companies, that have the same investment adviser (or, in the case of unit investment trusts, the same depositor), provided that, for purposes of this section:

(A) Each series of a series company (as defined in Rule 18f-2 under the Investment Company Act) shall be deemed to be a separate investment company; and

(B) Investment companies shall be deemed to have the same adviser (or depositor) if their advisers (or depositors) are majority-owned subsidiaries of the same parent, or if one investment company's adviser (or depositor) is a majority-owned subsidiary of the other investment company's adviser (or depositor);

(v) Any entity, all of the equity owners of which are qualified institutional buyers, acting for its own account or the accounts of other qualified institutional buyers; and

(vi) Any bank as defined in section 3(a)(2) of the Act, any savings and loan association or other institution as referenced in section 3(a)(5)(A) of the Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other qualified institutional buyers, that in the aggregate owns and invests on a discretionary basis at least \$100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least \$25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under the Rule in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

Institutional "Accredited Investor" (pursuant to Rule 501(a)(1), (2), (3), (7), (8), (9), (12), or (13) promulgated under the Act) means any person who comes within any of the following categories, or who the issuer reasonably believes comes within any of the following categories, at the time of the sale of the securities to that person:

(1) Any bank as defined in section 3(a)(2) of the Act, or any savings and loan

association or other institution as defined in section 3(a)(5)(A) of the Act whether acting in its individual or fiduciary capacity; any broker or dealer registered pursuant to section 15 of the Securities Exchange Act of 1934; any investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; any investment adviser relying on the exemption from registering with the Commission under section 203(l) or (m) of the Investment Advisers Act of 1940; any insurance company as defined in section 2(a)(13) of the Act; any investment company registered under the Investment Company Act of 1940 or a business development company as defined in section 2(a)(48) of that act; any Small Business Investment Company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958; any Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000; any employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974 if the investment decision is made by a plan fiduciary, as defined in section 3(21) of such act, which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors;

(2) Any private business development company as defined in section 202(a)(22) of the Investment Advisers Act of 1940;

(3) Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, partnership, or limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

(4) Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described in Rule 506(b)(2)(ii);

(5) Any entity in which all of the equity owners are accredited investors;

(6) Any entity, of a type not listed in items (1) through (5) above, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000;

(7) Any “family office,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940: (i) with assets under management in excess of \$5,000,000, (ii) that is not formed for the specific purpose of acquiring the securities offered, and (iii) whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; and

(8) Any “family client,” as defined in rule 202(a)(11)(G)-1 under the Investment Advisers Act of 1940, of a family office meeting the requirements in item (7) above and whose prospective investment in the issuer is directed by such family office pursuant to item (7)(iii) above.

“U.S. person” means:

- (i) Any natural person resident in the United States;
- (ii) Any partnership or corporation organized or incorporated under the laws of the United States;
- (iii) Any estate of which any executor or administrator is a U.S. person;
- (iv) Any trust of which any trustee is a U.S. person;
- (v) Any agency or branch of a foreign entity located in the United States;
- (vi) Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. person;
- (vii) Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States; and
- (viii) Any partnership or corporation if:
 - (A) Organized or incorporated under the laws of any foreign jurisdiction; and
 - (B) Formed by a U.S. person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in § 230.501(a)) who are not natural persons, estates or trusts.

The following are **not** “U.S. persons”:

- (i) Any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States;
- (ii) Any estate of which any professional fiduciary acting as executor or administrator is a U.S. person if:
 - (A) An executor or administrator of the estate who is not a U.S. person has sole or shared investment discretion with respect to the assets of the estate; and
 - (B) The estate is governed by foreign law;

- (iii) Any trust of which any professional fiduciary acting as trustee is a U.S. person, if a trustee who is not a U.S. person has sole or shared investment discretion with respect to the trust assets, and no beneficiary of the trust (and no settlor if the trust is revocable) is a U.S. person;
- (iv) An employee benefit plan established and administered in accordance with the law of a country other than the United States and customary practices and documentation of such country;
- (v) Any agency or branch of a U.S. person located outside the United States if:
 - (A) The agency or branch operates for valid business reasons; and
 - (B) The agency or branch is engaged in the business of insurance or banking and is subject to substantive insurance or banking regulation, respectively, in the jurisdiction where located; and
- (vi) The International Monetary Fund, the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the United Nations, and their agencies, affiliates and pension plans, and any other similar international organizations, their agencies, affiliates and pension plans.

Exhibit C

INSTRUCTIONS TO THE DTC PARTICIPANT

The DTC Participant Spreadsheet is available from the Subscription Agent by emailing Registration@epiqglobal.com (with reference to “Spirit Rights Offering DTC Participant Spreadsheet” in the subject line).

The DTC Participant Spreadsheet is applicable to *both* Option 1 and Option 2 and sets forth the required information to be provided for those options, including (i) VOI Number; and (ii) *either* (a) the Aggregate Purchase Price for any non-Backstop Commitment Parties, *or* (b) the Backstop Commitment Code, for any Backstop Commitment Parties.

RETURN OF THE DTC PARTICIPANT SPREADSHEET:

Deadline: 5:00 p.m. New York City Time on January 31, 2025, which is one business day following the Subscription Tender Deadline.

Return Instructions:

The completed DTC Participant Spreadsheet should be transmitted to the Subscription Agent via email to Registration@epiqglobal.com (with reference to “Spirit Rights Offering DTC Participant Spreadsheet” in the subject line) by the deadline shown above.

Exhibit D

DOT COMPLIANCE QUESTIONNAIRE¹

Pursuant to the regulatory requirements of the U.S. Department of Transportation (“DOT”), the Debtors are required to disclose certain information about their owners and controllers upon an event of change in control. To facilitate the Debtors’ regulatory approval, each Eligible Convertible Notes Claim Holder that is participating in the Equity Rights Offering and/or receiving Plan consideration (with respect to such DOT Compliance Questionnaire, the “Respondent”) shall read all instructions below and answer each of the requested questions and submit its responses no later than one (1) business day following the Subscription Tender Deadline, through one of the following methods.

- (i) Submit the DOT Compliance Questionnaire through a link shown on the Debtors’ restructuring website, at <https://dm.epiq11.com/case/spirit/info>, or
- (ii) Submit the DOT Compliance Questionnaire through a spreadsheet that contains the identical contents as the DOT Compliance Questionnaire, to be posted by the Subscription Agent on the Debtors’ restructuring website at <https://dm.epiq11.com/case/spirit/info> on or before the Subscription and Election Commencement Date (with submission instructions included in such spreadsheet).

Part I (Compliance Questions About Ownership): must be answered by **all Respondents**.

Part II (Compliance Questions for Relevant Entities): must be answered by any Respondent responding on behalf of any **entity** that will, upon effectiveness of the Plan, have Beneficial Control² of ten percent (10%) or more of Spirit’s outstanding voting stock.

Part III (Compliance Questions for Relevant Individuals): must be answered by any Respondent responding as or on behalf of any **individual** that will, upon effectiveness of the Plan, have Beneficial Control of ten percent (10%) or more of Spirit’s outstanding voting stock.

In responding to Parts II and III, please consider and specify the 10% Beneficial Control threshold at all levels of proximity to, or distance from, Spirit.³

¹ Capitalized terms not otherwise defined herein shall have the meanings set forth in the Equity Rights Offering Procedures.

² “Beneficial Control” is either (1) directly holding a voting interest or (2) being able to control the voting interest of another person.

³ For example, any entity or individual that holds or controls 10% or more of Spirit voting shares directly (“Level 1 Owner(s)”) would need to complete either Part II (if an entity) or Part III (if an individual). Equally, any entity or individual that controls one or more Level 1 Owner(s) (“Level 2 Owner(s)”) that combine to control 10% or more of Spirit must also complete either Part II (if an entity) or Part III (if an individual). The same is true of any entity or individual that controls one or more Level 2 Owner(s) (“Level 3 Owner(s)”) that combine to control 10% or more of Spirit, and so forth.

Please submit your responses to the DOT Compliance Questionnaire (or DOT Compliance Confirmation Form, if applicable) no later than one (1) business day following the Subscription Tender Deadline in accordance with the instructions above.

PART I: Compliance Questions About Ownership

Please answer each of these questions with respect to each Fund Advisor.

For purposes of answering the below questions, the term “**Shareholder**” means the entity or individual that will be the holder of record for any Spirit securities issued upon effectiveness of the Plan.

“**Fund Advisor**” means the entity that has or will have the ability to control and exercise the voting rights of the Shareholder’s holdings (e.g., a general partner or fund manager/advisor or parent entity of the fund) in Spirit.

A. Fund Advisor level

1. What is the legal name of the Fund Advisor?
2. What is the legal address of the Fund Advisor?
3. Is the Fund Advisor an Individual (including a trustee), Partnership, or Corporation/Association (LLC, Corporation, etc.)? (Please also answer the corresponding “Individual”, “Partnership”, or “Corporation/Association” questions in this section.)
4. In which U.S. State, territory or possession, or non-U.S. country, is the Fund Advisor domiciled?
5. **Individual** - Answer these questions only if you answered “Individual” to Question A(3) above:
 - a. What is the individual Fund Advisor’s citizenship?
 - b. Is the Fund Advisor’s authority to control Spirit voting shares due to serving as a Trustee or in a similar representative capacity for the benefit of another person?
 - c. If you answered Yes, to question A.5.b., identify for each beneficiary which is subject to the trust, their (i) full legal name, (ii) legal address, and (iii) the general nature of the representative relationship.
6. **Partnership** - Answer these questions only if you answered “Partnership” to Question A(3) above:
 - a. Identify the number of partners in the partnership.
 - b. Is any partner not a citizen of the United States?

7. **Corporation/Association** - Answer these questions only if you answered “Corporation/Association” to Question A(3) above:
- Under the laws of which U.S. State, territory or possession, or a non-U.S. country, is the company organized?
 - Is the president or chief executive officer (*i.e.*, the highest-level executive) of the company a citizen of the United States?
 - Are at least two-thirds of the company’s board of directors and other managing officers citizens of the United States?
 - Is at least 75 percent of the voting shares of the company owned by citizens of the United States?
 - Is at least 51 percent of the total equity (accounting for all share classes) owned by citizens of the United States?
 - Do any non-U.S. citizens have the ability to significantly influence managerial decisions of the company?
8. For each Fund Advisor, will the individual managers (*i.e.*, the person(s) in charge) who are, or would be, empowered to vote Spirit shares on behalf of the Fund Advisor and Shareholders be citizens of the United States? Please answer for each manager.
9. What percentage of Spirit’s total outstanding voting shares is the Fund Advisor expected to control immediately upon Spirit’s emergence from chapter 11. If not finalized, provide an estimate. If you answer **10% or more**, please also answer each question in **Part II (Compliance Questions for Relevant Entities)**.
10. Identify how you are able to control voting shares in Spirit (*e.g.*, shares assigned by shareholder(s), voting trust, ownership of Shareholder, etc.).

B. Shareholder-level

Answer the following questions for each expected Shareholder which is owned or controlled by the Fund Advisor completing this form.

- What is the legal name of the Shareholder?
- What is the legal address of the Shareholder?
- Is the Shareholder an Individual (including a trustee), Partnership, or Corporation/Association (LLC, Corporation, etc.)? (Please also answer the corresponding “Individual”, “Partnership”, or “Corporation/Association” questions in this section.)
- Individual** - Answer these questions only if you answered “Individual” to Question B(3) above:

- a. What is the Shareholder's citizenship?
 - b. Is the Shareholder's authority to control Spirit voting shares due to serving as a Trustee or in a similar representative capacity for the benefit of another person?
 - c. If you answered Yes, to question A.5.b., identify for each beneficiary which is subject to the trust, their (i) full legal name, (ii) legal address, and (iii) the general nature of the representative relationship.
5. **Partnership** - Answer these questions only if you answered "Partnership" to Question B(3) above:
- a. Identify the number of partners in the partnership.
 - b. Is any partner not a citizen of the United States?
 - c. If you Answered Yes to question B.5.b., list the citizenship of each non-U.S. citizen partner.
6. **Corporation/Association** - Answer these questions only if you answered "Corporation/Association" to Question B(3) above:
- a. Under the laws of which U.S. State, territory or possession, or a non-U.S. country, is the company organized?
 - b. Is the president or chief executive officer (*i.e.*, the highest-level executive) of the company a citizen of the United States?
 - c. Are at least two-thirds of the company's board of directors and other managing officers citizens of the United States?
 - d. Is at least 75 percent of the voting shares of the company owned by citizens of the United States?
 - e. Is at least 51 percent of the total equity (accounting for all share classes) owned by citizens of the United States?
 - f. Do any non-U.S. citizens have the ability to significantly influence managerial decisions of the company?
 - g. Does any person other than the Fund Advisor own shares of any class in the Shareholder? If you answer **Yes**, you must provide a capitalization table for the Shareholder which identifies the following for each person who owns shares in the Shareholder: (i) legal name; (ii) legal address; (iii) total percentage of voting equity owned in the Shareholder; and (iv) total equity (accounting for all classes of shares) owned in the Shareholder.

7. What percentage of Spirit's total outstanding voting shares is the Shareholder is expected to own immediately upon Spirit's emergence from chapter 11. If not finalized, provide an estimate. If you answer **10% or more**, please also answer each question in **Part II (Compliance Questions for Relevant Entities)**.
8. What percentage of Spirit's total outstanding equity (accounting for all share classes) is the Shareholder is expected to own immediately upon Spirit's emergence from chapter 11. If not finalized, provide an estimate. If you answer **10% or more**, please also answer each question in **Part II (Compliance Questions for Relevant Entities)**.

PART II: Compliance Questions for Relevant Entities (only if expected to own or control 10% of voting share and/or non-voting equity)

For purposes of answering the below questions, the term "**Relevant Entity**" means any entity that will, upon effectiveness of the Plan, hold or control ten percent (10%) or more of any class of the total amount of Spirit's voting stock.

Please complete this set of questions for each Relevant Entity.

1. Name, address, place of incorporation, and principal place of business of such Relevant Entity.
2. Relevant Entity type (e.g., LLC, partnership, corporation, or trust).
3. Citizenship of the Relevant Entity.
4. The percentage of the outstanding shares of stock that will, upon effectiveness of the Plan, be held by the Relevant Entity, including any stock owned directly or indirectly for the benefit of other persons or entities.
5. List each outstanding judgment for more than \$5,000 and each pending lawsuit or other proceeding expected to exceed \$5,000 in damages against this Relevant Entity, including the amount of each judgment, the party to whom it is payable, and how long it has been outstanding.
6. List the **number** of pending lawsuits and outstanding judgments of less than \$5,000 against this Relevant Entity and the total amount owed on such judgments.
7. List all pending investigations, enforcement actions, and formal complaints filed by the U.S. Department of Transportation (including the FAA), regarding compliance with 49 U.S.C. Subtitle VII or orders, rules, regulations, or requirements issued pursuant to 49 U.S.C. Subtitle VII to which this Relevant Entity has been party, and any corrective actions taken.
8. List all charges of unfair or deceptive or anticompetitive business practices, or of fraud, felony or antitrust violation, brought against this Relevant Entity in the past 10 years. Describe the disposition or current status of each such proceeding.

PART III: Compliance Questions for Relevant Individuals

For purposes of answering the below questions, the term “**Relevant Individual**” means any individual that will, upon effectiveness of the Plan, have beneficial control of 10 percent or more of Spirit’s outstanding voting stock.

Please complete this set of questions for each Relevant Individual.

1. Your name and address.
2. The percentage of the outstanding voting stock that upon effectiveness of the Plan you will control, including any such stock you own directly or indirectly. If any shares are held by another entity, identify the citizenship and principal business of such entity.
3. Your citizenship.
4. Whether you are related by blood or marriage to a Relevant Individual or anyone otherwise affiliated with Spirit. Describe such individual(s) and relationship(s), if applicable.
5. Identify any other air carrier, foreign air carrier, common carrier, or entity substantially engaged in the business of aeronautics for which you have ever held a position of officer, director, or equivalent, or 10% or more of the total outstanding voting stock. Describe such relationship(s).
6. List each pending lawsuit and outstanding judgments for more than \$5,000 against you or any person you represent, including the amount of each judgment, the party to whom it is payable, and how long it has been outstanding.
7. List the number of pending lawsuits and outstanding judgments of less than \$5,000 against you and the total amount owed on such judgments.
8. List all pending investigations, enforcement actions, and formal complaints filed by the U.S. Department of Transportation (including the FAA) regarding compliance with 49 U.S.C. Subtitle VII or orders, rules, regulations, or requirements issued pursuant to 49 U.S.C. Subtitle VII to which you have been party, and any corrective actions taken.
9. List all charges of unfair or deceptive or anticompetitive business practices, or of fraud, felony or antitrust violation, brought against you in the past 10 years. Describe the disposition or current status of each such proceeding.
10. Please provide a current version of your resume, setting forth your experience without gaps in between jobs or activities.