

**Hearing Date and Time: 10:00 a.m.<sup>1</sup> on October 16, 2025**  
**Objection Deadline: 4:00 p.m. on October 9, 2025**

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

*Proposed Counsel to the Debtors and Debtors in Possession*

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

**In re:**

**SPIRIT AVIATION HOLDINGS, INC., et al.,  
Debtors.<sup>2</sup>**

**Chapter 11**

**Case No. 25-11897 (SHL)**

**Jointly Administered**

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

**PLEASE TAKE NOTICE** that, on October 2, 2025, the above-captioned debtors and debtors in possession (the “**Debtors**”) filed the *Application of the Debtors for Entry of an Order Authorizing the Employment and Retention of Epiq Corporate Restructuring, LLC as Administrative Agent, Nunc Pro Tunc to the Petition Date* (the “**Application**”).

**PLEASE TAKE FURTHER NOTICE** that a hearing (the “**Hearing**”) has been scheduled for **10:00 a.m. on October 16, 2025**, 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”) are required to register their appearance at <https://ecf.nysb.uscourts.gov/cgi-bin/nysbAppearances.pl> by **4:00 p.m. on October 9, 2025**. Instructions and additional information

<sup>1</sup> All times herein are expressed in prevailing Eastern Time.

<sup>2</sup> The Debtors’ names and last four digits of their respective employer identification numbers are as follows: Spirit Aviation Holdings, Inc. (1797); Spirit Airlines, LLC (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.



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

**In re:**

**SPIRIT AVIATION HOLDINGS, INC., et al.,  
Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 25-11897 (SHL)**

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**APPLICATION OF THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING  
THE EMPLOYMENT AND RETENTION OF EPIQ CORPORATE RESTRUCTURING,  
LLC AS ADMINISTRATIVE AGENT, NUNC PRO TUNC TO 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**”), rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rule 2014-1 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 Agreement dated August 26, 2025, between the Debtors and Epiq, attached hereto as **Exhibit C** (the “**Services Agreement**”).

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<sup>1</sup> The Debtors’ names and last four digits of their respective employer identification numbers are as follows: Spirit Aviation Holdings, Inc. (1797); Spirit Airlines, LLC (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. In support of this Application, the Debtors rely on and incorporate by reference (a) the *Declaration of Fred Cromer in Support of the Chapter 11 Proceedings and First Day Pleadings* [ECF No. 19] (the “**First Day Declaration**”) 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.

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

### **Background**

6. On August 29, 2025 (the “**Petition Date**”), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors remain in possession of their property and continue to operate and manage their 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. 35].

7. On September 17, 2025, 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. 117].

8. 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. 45] (the “**Section 156(c) Order**”) on September 3, 2025. 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.

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

### **Epiq’s Qualifications**

10. 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 LifeScan Glob. Corp.*, No. 25-90259 (Bankr. S.D. Tex. July 15, 2025); *In re Spirit Airlines, Inc.*, No. 24-11988 (Bankr. S.D.N.Y. Nov. 18, 2024); *In re Credivalores – Crediservicios S.A.*, No. 24-10837 (Bankr. S.D.N.Y. May 16, 2024); *In re Inversiones Latin America Power Ltda.*, No. 23-11891 (Bankr. S.D.N.Y. Nov 30,

2023); *In re Lumileds Holding B.V.*, No. 22-11155 (Bankr. S.D.N.Y. Aug. 29, 2022); *In re Madison Square Boys & Girls Club, Inc.*, No. 22-10910 (Bankr. S.D.N.Y. June 29, 2022); *In re The Roman Catholic Diocese of Rockville Centre, New York*, No. 20-12345 (Bankr. S.D.N.Y. Oct. 1, 2020); *In re Grupo Aeroméxico, S.A.B. de C.V.*, No. 20-11563 (Bankr. S.D.N.Y. June 30, 2020); *In re Grupo Famsa, S.A.B. de C.V.*, No. 20-11505 (Bankr. S.D.N.Y. June 26, 2020); *In re Jason Industries*, No. 20-22766 (Bankr. S.D.N.Y. June 24, 2020); *In re RM Bakery LLC*, No. 20-11422 (Bankr. S.D.N.Y. June 15, 2020); *In re Ditech Holding Corp.*, No. 19-10412 (Bankr. S.D.N.Y. Feb. 11, 2019); *In re Trident Holding Co., LLC*, No. 19-10384 (Bankr. S.D.N.Y. Feb. 10, 2019); *In re Tops Holding II Corp.*, No. 18-22279 (Bankr. S.D.N.Y. Feb. 26, 2018); *In re China Fishery Grp. Ltd.*, No. 16-11895 (Bankr. S.D.N.Y. May 24, 2017); *In re Roust Corp.*, No. 16-23786 (Bankr. S.D.N.Y. Jan. 10, 2017); *In re Atlas Resource Partners, L.P.*, No. 16-12149 (Bankr. S.D.N.Y. Aug. 2, 2016); *In re Nautilus Holdings Ltd.*, No. 14-22885 (Bankr. S.D.N.Y. June 25, 2014); *In re LHI Liquidation Co. (f/k/a Loehmann's Holdings Inc.)*, No. 13-14050 (Bankr. S.D.N.Y. Dec. 17, 2013); *In re RDA Holding Co.*, No. 13-22233 (Bankr. S.D.N.Y. Feb. 21, 2013); *In re HMX Acquisition Corp.*, No. 12-14300 (Bankr. S.D.N.Y. Oct. 23, 2012); *In re K-V Discovery Solutions, Inc.*, No. 12-13346 (Bankr. S.D.N.Y. Aug. 7, 2012); *In re Dewey & LeBoeuf LLP*, No. 12-12321 (Bankr. S.D.N.Y. May 29, 2012); *In re Hawker Beechcraft, Inc.*, No. 12-11873 (Bankr. S.D.N.Y. May 4, 2012).

### **Scope of Services**

11. 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 plan confirmation, 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**

12. 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**

13. 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 requests of the Office of the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”) for information and additional disclosures as set forth in the Fee Guidelines.

14. 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. The Debtors believe Epiq’s rates are reasonable given the quality of Epiq’s services and Epiq’s prior bankruptcy expertise (particularly, its prior bankruptcy expertise and experience from Spirit’s previous chapter 11 cases (the “**Prior Chapter 11 Cases**”)). In addition, Epiq will maintain detailed records of all services showing dates, category of services, fees charged, and expenses incurred.

15. As part of the overall compensation payable to Epiq pursuant to the Services Agreement and in line with the terms of Epiq’s retention in the Prior Chapter 11 Cases, 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.<sup>2</sup> 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, any 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.

16. Prior to the Petition Date, the Debtors provided Epiq with a retainer in the amount of \$50,000, which was received by Epiq on August 28, 2025. After payment of prepetition fees and expenses, Epiq continues to hold a retainer in the amount of \$50,000.

#### **Epiq's Disinterestedness**

17. 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.

18. 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.

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<sup>2</sup> The terms of the Services Agreement described in this Application are a summary and for informational purposes only.

**Basis for Relief**

19. Section 327(a) of the Bankruptcy Code provides that a debtor “with the court’s approval, may 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).

20. Per Bankruptcy Rule 2014(a), a professional retention application under section 327 of the Bankruptcy Code:

[M]ust state specific facts showing:

- (A) the need for the employment;
- (B) the name of the [firm] to be employed;
- (C) the reasons for the selection;
- (D) the professional services to be rendered;
- (E) any proposed arrangement for compensation; and
- (F) to the best of the applicant’s knowledge, all the [firm’s] connections with:
  - the debtor;
  - creditors;
  - any other party in interest;
  - their respective attorneys and accountants;
  - the United States trustee; and
  - any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014(a)(2).

21. Moreover, section 105(a) of the Bankruptcy Code grants Court broad equitable powers to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Accordingly, the Court has expansive equitable powers to fashion any order or decree that is in the interest of preserving or protecting the value of the Debtors’ assets. *See Marrama v. Citizens Bank of Mass.*, 549 U.S. 365, 375 (2007)

(characterizing the bankruptcy court's power under section 105 of the Bankruptcy Code as "broad").

22. 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.

23. 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 Rule 2014(a), and Local Rule 2014-1.

#### **Notice**

24. 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) an ad hoc committee of holders of the Debtors' secured notes (as set forth in ECF No. 152); (d) each agent or trustee under the Debtors' secured notes indenture or revolving credit facility; and (e) any other party that is entitled to notice under the Court's *Order Implementing Certain Notice and Case Management Procedures* [ECF No. 61]. 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/SpiritAirlines>. Based on 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.

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

Dated: October 2, 2025  
New York, New York

**SPIRIT AVIATION HOLDINGS, INC.**  
(for itself and on behalf of its affiliates that are  
debtors and debtors in possession)

*/s/ Fred Cromer* \_\_\_\_\_

Name: Fred Cromer

Title: Chief Financial Officer

**Exhibit A**

**Proposed Order**

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

**In re:**

**SPIRIT AVIATION HOLDINGS, INC., et al.,  
Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 25-11897 (SHL)**

**Jointly Administered**

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF  
EPIQ CORPORATE RESTRUCTURING, LLC AS ADMINISTRATIVE  
AGENT, NUNC PRO TUNC TO THE PETITION DATE**

Upon the application (the “**Application**”)<sup>2</sup> 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 August 26, 2025, by and between the Debtors and Epiq, and attached to the Application as Exhibit C (together with all schedules and attachments thereto, the “**Services Agreement**”); and this Court having reviewed the Application, the First Day Declaration, 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* attached to the Application as Exhibit B (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 pursuant to 28 U.S.C. § 1334 and the

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<sup>1</sup> The Debtors’ names and last four digits of their respective employer identification numbers are as follows: Spirit Aviation Holdings, Inc. (1797); Spirit Airlines, LLC (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.

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

*Amended Standing Order of Reference M-431* from the United States District Court for the Southern District of New York, dated January 31, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases and related proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due, proper, and adequate notice of the Application and opportunity for a hearing on the Application having been given to the parties listed therein, and it appearing that no other or further notice need be provided; and a hearing having been held, if necessary, to consider the relief requested in the Application; and the Court having determined that the legal and factual bases set forth in the Application, the Tran Declaration, and the First Day Declaration and at the Hearing, if any, establish just cause for the relief granted herein; 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 the Court having found that the relief requested in the Application being in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and all objections and reservations of rights filed or asserted in respect of the Application, if any, having been withdrawn, resolved, or overruled; and upon all of the proceedings had before the Court; and after due deliberation 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 Rule 2014(a), and Local Rule 2014-1 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 plan confirmation, 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, and Epiq shall not seek compensation pursuant to this Order for services provided in connection with services provided pursuant to the terms of 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, the Amended Guidelines

for Fees and Disbursements for Professionals in the Southern District of New York, effective February 5, 2013 (the “**Amended Guidelines**”), the U.S. Trustee’s Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Case (effective Nov. 1, 2013), 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 or any court of competition jurisdiction 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, this Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order and Epiq’s retention hereunder.

8. Prior to any increases in Epiq's rates for any services or individuals providing services in these cases, Epiq shall file a supplemental affidavit with the Court and provide 10 business days' notice to the Debtors, the U.S. Trustee and the Committee. The supplemental affidavit shall explain the basis for the requested rate increases in accordance with Section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to the rate increase. The U.S. Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code.

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

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

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

Dated: \_\_\_\_\_, 2025  
White Plains, New York

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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 AVIATION HOLDINGS, INC., et al.,**

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

**Chapter 11**

**Case No. 25-11897 (SHL)**

**Jointly Administered**

**DECLARATION OF KATHRYN TRAN IN SUPPORT OF THE APPLICATION OF  
THE DEBTORS FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT  
AND RETENTION OF EPIQ CORPORATE RESTRUCTURING, LLC AS  
ADMINISTRATIVE AGENT, NUNC PRO TUNC TO 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.<sup>2</sup>

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 August 26, 2025, and as set forth more fully in the application (the “**Application**”),<sup>3</sup> to which this Declaration is attached as Exhibit B, requesting entry of an order pursuant to section

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<sup>1</sup> The Debtors’ names and last four digits of their respective employer identification numbers are as follows: Spirit Aviation Holdings, Inc. (1797); Spirit Airlines, LLC (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.

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

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

327(a) of the Bankruptcy Code, Bankruptcy Rule 2014(a), and Local Rule 2014-1. 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 plan confirmation, 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., See, e.g., In re LifeScan Glob. Corp.*, No. 25-90259 (Bankr. S.D. Tex. July 15, 2025); *In re Spirit Airlines, Inc.*, No. 24-11988 (Bankr. S.D.N.Y. Nov. 18, 2024); *In re Credivalores – Crediservicios S.A.*, No. 24-10837 (Bankr. S.D.N.Y. May 16, 2024); *In re Inversiones Latin America Power Ltda.*, No. 23-11891 (Bankr. S.D.N.Y. Nov 30, 2023); *In re Lumileds Holding B.V.*, No. 22-11155 (Bankr. S.D.N.Y. Aug. 29, 2022); *In re Madison Square Boys & Girls Club, Inc.*, No. 22-10910 (Bankr. S.D.N.Y. June 29, 2022); *In re The Roman Catholic Diocese of Rockville Centre, New York*, No. 20-12345 (Bankr. S.D.N.Y. Oct.

1, 2020); *In re Grupo Aeroméxico, S.A.B. de C.V.*, No. 20-11563 (Bankr. S.D.N.Y. June 30, 2020); *In re Grupo Famsa, S.A.B. de C.V.*, No. 20-11505 (Bankr. S.D.N.Y. June 26, 2020); *In re Jason Industries*, No. 20-22766 (Bankr. S.D.N.Y. June 24, 2020); *In re RM Bakery LLC*, No. 20-11422 (Bankr. S.D.N.Y. June 15, 2020); *In re Ditech Holding Corp.*, No. 19-10412 (Bankr. S.D.N.Y. Feb. 11, 2019); *In re Trident Holding Co., LLC*, No. 19-10384 (Bankr. S.D.N.Y. Feb. 10, 2019); *In re Tops Holding II Corp.*, No. 18-22279 (Bankr. S.D.N.Y. Feb. 26, 2018); *In re China Fishery Grp. Ltd.*, No. 16-11895 (Bankr. S.D.N.Y. May 24, 2017); *In re Roust Corp.*, No. 16-23786 (Bankr. S.D.N.Y. Jan. 10, 2017); *In re Atlas Resource Partners, L.P.*, No. 16-12149 (Bankr. S.D.N.Y. Aug. 2, 2016); *In re Nautilus Holdings Ltd.*, No. 14-22885 (Bankr. S.D.N.Y. June 25, 2014); *In re LHI Liquidation Co. (f/k/a Loehmann's Holdings Inc.)*, No. 13-14050 (Bankr. S.D.N.Y. Dec. 17, 2013); *In re RDA Holding Co.*, No. 13-22233 (Bankr. S.D.N.Y. Feb. 21, 2013); *In re HMX Acquisition Corp.*, No. 12-14300 (Bankr. S.D.N.Y. Oct. 23, 2012); *In re K-V Discovery Solutions, Inc.*, No. 12-13346 (Bankr. S.D.N.Y. Aug. 7, 2012); *In re Dewey & LeBoeuf LLP*, No. 12-12321 (Bankr. S.D.N.Y. May 29, 2012); *In re Hawker Beechcraft, Inc.*, 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** hereto, 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 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. OMERS and Harvest are Epiq's equity sponsors (not parent companies). Further, Epiq is a separate and independent entity from DTI and DTI Topco. Each of OMERS, Harvest, DTI, and DTI Topco is a separate entity from Epiq, and as such, each is only advised of bankruptcies after the cases have filed to maintain the confidentiality of Epiq's clients. Post-petition, OMERS and Harvest have confirmed to me that they have searched the names of the Debtors and there are no connections that require disclosure.

15. US Bank National Association was a trustee for bankrupt client of Epiq, who engaged Epiq to assist on a distribution to the trust's beneficiaries. The engagement ended in December 2023.

16. Epiq's hourly rates, as set out in the Services Agreement, are listed below:

<b>Title</b>	<b>Rates</b>
IT / Programming	\$55.00 – \$80.00
Case Managers	\$85.00 – \$180.00
Consultants/ Directors/Vice Presidents	\$185.00
Solicitation Consultant	\$185.00
Executive Vice President, Solicitation	\$195.00

Title	Rates
Executives	No Charge

17. 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.

18. 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.

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

20. 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: October 2, 2025  
New York, New York

*/s/ Kathryn Tran*

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

**Schedule 1**

**POTENTIAL PARTIES IN INTEREST**

**Bankruptcy Judges**

Azzaro, Christine  
Ebanks, Liza  
Guyer, Kalvin  
Johannsen, Sean  
Lane, Sean H.  
Ptucha, Tessa

**Bankruptcy Professionals - Retained**

Davis Polk & Wardwell LLP  
Debevoise & Plimpton  
Epiq Corporate Restructuring, LLC  
Ernst & Young LLP  
FTI Consulting Inc.  
Morris, Nichols, Arsht & Tunnell LLP  
PJT Partners LP

**Banks / Lender / UCC Lien Parties /**

**Administrative Agents**

Alliancebernstein Holding LP  
Allianz SE  
Allstate Investments LLC  
American Express  
Apple Bank For Savings  
AQR Arbitrage LLC fka CNH Partners, LLC  
Arch Insurance  
BAC - Honduras  
Banamex  
Banco De America Central  
Barings LLC  
Blackrock  
BNP Paribas, New York Branch  
Brighthouse Funds Trust II  
Citibanamex  
Citibank, N.A.  
Credit Agricole Corporate And Investment  
Bank  
Credit Industriel Et Commercial, New York  
Branch  
De Shaw & Co LP  
Dekabank Deutsche Girozentrale  
Deutsche Bank  
Discover Global Network  
Ficohsa  
FMR LLC  
Franklin Resources  
III Capital Management (Triple-Eye)  
Itau Bank  
JPMorgan Asset Management  
JPMorgan Chase & Co  
Laguna Bay Capital Pty Ltd

Landesbank Baden-Wuerttemberg  
Lazard Ltd  
M&G plc  
Manulife Financial Corporation  
Mapfre-La Centro Americana  
Millennium Management LLC  
PIMCO Luxembourg SA  
Royal Bank Of Canada  
Scotiabank - Lima  
Scotiabank Bank  
Shaolin Capital Management LLC  
Sig Holding LLC (Susquehanna International  
Group)  
Sogebank  
State Street Corporation  
Sweaden Compania De Seguros S.A.  
Treasury Partners  
UBS AG  
United States Treasury  
Victory Capital Management Inc  
Wells Fargo  
Wilmington Trust Company  
Wilmington Trust, National Association  
Zurich American Insurance Company

**Bondholders**

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

**Contract Counterparties**

1050-1100 Doughty Road LLC  
3701-3749 N 25Th Owner LP C/O Areg  
Westmount Venture LP  
Aan  
ABM Aviation

Accertify, Inc.  
Access Information Management Corporation  
Actionable Science Inc  
Acts-Aviation Security, Inc.  
Adara Media, Inc.  
Aercap Ireland Limited  
Aeris Holding Cr S.A.  
Aero Industries Incorporated  
Aero Mag 2000 Bos LLC  
Aerocali S.A  
Aerodespachos De El Salvador, S.A.  
Aerojet De Costa Rica SA  
Aeronáutica Civil  
Aeronautical Radio, Inc.  
Aeropuerto De Cancun, S.A De C.V.  
Aeropuerto De Puerto Vallarta  
Aeropuerto De San Jose Del Cabo  
Aeropuerto Internacional Del Cibao  
Aeropuertos De Oriente  
Aeropuertos Dominicanos Siglo Xxi  
(Aerodom)  
Aeroservicios De Honduras, S.A  
Aerostar Airport Holdings, LLC -  
President/Ceo  
Aerostrat Corp.  
Aersale, Inc.  
Aetna Dental Inc.  
Afg Avenger Flight Group  
Agi Ground, Inc.  
Agn Aviation Services S.A. De C.V.  
Ago Security C.R. SA  
Agunsa Colombia  
Aig Travel, Inc.  
Air BP Limited  
Air Canada  
Air Cost Control US, LLC  
Air Lease Corporation  
Air Services  
Airborne Capital Group  
Airbus S.A.S  
Aircastle Advisor LLC  
Airco Aviation Services, LLC, Including Its  
Affiliates  
Aircraft Service International, Inc. D/B/A  
Menzies Aviation  
Airline Support Services Of El Salvador, S.A.  
De C.V  
Airline Tariff Publishing Company  
("ATPCO")  
Airline Tech Reps DbA Sts. Line Maintenance  
Airlines Clearing House, Inc.

Airplan  
Airport Terminal Services, Inc  
Airsite S.A.S  
Airtran Airways, Inc.,  
Akron - Canton Airport  
Alaska Airlines  
Alave Soluciones Aéreas S.A. De C.V.  
Allegiant Air, LLC,  
Alliance Ground International Fka Airport  
Terminal Services, Inc.  
Allied Aviation Fueling Company Of San  
Antonio Inc  
Amadeus Global Travel Distribution S.A.  
("Amadeus")  
Amadeus It Group, S.A  
Amadeus Marketing S.A.  
American Airlines, Inc.  
American Express Travel Related Services,  
Inc.  
Amsafe, Inc.  
APS Aviation Inc.  
Arag Insurance Company And/Or Arag  
Services, LLC  
Arinc Incorporated A Part Of Collins  
Aerospace  
Aropuerto Internacional Reina Beatix  
Associated Energy Group, LLC  
Association Of Flight Attendants-CWA, AFL-  
CIO  
AT&T Ilec Service-Providing Affiliate  
Atkinson And Mullen Travel II, LLC dba  
Apple Vacations  
Atlantic Aviation Fbo, Inc.  
Austin Fbo, LLC  
Aveespress, S.A. De C.V.  
Avenger Flight Group, LLC  
Avflight Akron Canton Corporation  
Avflight Milwaukee Corporation  
Avflight Rochester Corporation  
Avfuel Corporation  
Aviam Limited  
Aviation Capital Group LLC  
Aviation Mobility  
Aviation Security Group, S.A.C  
Aviation Service Partners, Inc.  
Avionics Solution  
Avis Budget Car Rental, LLC  
Avolon  
Bagcentral, LLC  
Baggage Airline Guest Services, Inc.  
Bank Of America, N.A.

Bennett Aviation, Gmbh  
Birmingham Airport Authority  
Boeing Digital Solutions, Inc. D/B/A Jeppesen  
Botany Weaving Mill  
Breeze Air Charters  
Brightline Trains Florida LLC  
British Airways Plc, Inc.  
Broward County C/O Broward County  
Aviation Department  
Broward County, State Of Florida, By And  
Through Its Board Of County Commissioners  
Burbank–Glendale–Pasadena Airport  
Authority  
Call Center, Inc.  
Capital Jet Center  
Capital Region Airport Commission  
Carlyle Aviation Partners Ltd.  
Carrum Health, Inc.  
Causey Aviation Services  
Cavu Ecommerce (Amer) LLC  
CeLLCo Partnership D/B/A Verizon Wireless  
Central West Virginia Regional Airport Db  
Capital Jet Center  
Centurylink Communications, LLC D/B/A  
Lumen Technologies Group  
Certified Aviation Services, LLC  
Charles Tombras Advertising, Inc. D/B/A  
Tombras, A Tennessee Corporation  
Charleston County Aviation Authority  
Charter Once Inc.  
Chevron Products Company, A Division Of  
Chevron U.S.A. Inc.  
Citgo Petroleum Corporation  
City Of Albuquerque  
City Of Atlanta, Department Of Aviation  
City Of Austin - Austin-Bergstrom  
International Airport  
City Of Boise Airport Administration  
City Of Charlotte Department Of Aviation  
City Of Chicago Department Of Aviation  
City Of Houston - Houston Airport System  
City Of Kansas City  
City Of Los Angeles - Los Angeles World  
Airports  
City Of Pensacola  
City Of Phoenix Department Of Aviation  
City Of Pittsburgh  
City Of Salt Lake  
City Of San Antonio - Director Of Aviation  
City Of San Jose - Director Of Aviation  
City Of St. Louis - Department Of Aviation  
Airport Director/Ceo  
Clark County Department Of Aviation  
Clarus Commerce LLC  
Cleveland Airport System  
Clicktripz  
Cogent Communications, Inc.  
Colibri-HaIII, S.A.  
Columbus Regional Airport Authority  
Comant Industries Inc., Db  
Cobham Aerospace Communications  
Comision Ejecutiva Potuaria Autonoma Cepa  
Command Security Corporation A Prosegur  
Company  
Compass Group USA, Inc.  
Connected Solutions Group, LLC (“CSG”)  
Connecticut Airport Authority  
Contactmonkey  
Contax360, Inc.  
Continental American Insurance Company  
Contract Aircraft Maintainance  
Coopesa R. L  
County Of Sacramento - Department Of  
Airports  
Cover Genius Latin America S.A  
Creditshop LLC  
Crw Services  
Cushman & Wakefield U.S., Inc.  
Dae (Ireland) Limited  
Dal Global Services, LLC Db  
Unifi Dallas Ft. Worth International Airport  
Dania Live 1748 II, LLC  
Davies Skycap Services, Inc  
Decatur Business Center LLC  
Delta Air Lines, Inc.  
Direccion General De Aeronautica Civil.  
Dgac.  
Direct Airline Services  
Directpath  
DocuSign, Inc.  
Eagle Aviation Services LLC  
Ecube Solutions LLC  
Elp Aviation, Inc.  
Emo Advisors, Inc.  
Empresa Administradora De Aeropuertos  
Nacionales E Internacionales  
Empresa Hondureña De Infraestructura Y  
Servicios Aeroportuarios S.A. (Ehisa)  
Empresas Aic, S.A.  
Engine Lease Finance Corporation  
Eos Aviation 10745 LLC

Equilon Enterprises LLC  
Erc-Cei Limited  
Ernc Aviation, LLC  
Eulen America  
Everbridge, Inc.  
Everise, Inc.  
Expedia, Inc., A Washington Corporation For  
Itself And On Behalf Of Travelscape, LLC,  
And Vacationspot, S.L.  
Express Scripts, Inc.  
F&E Aircraft Maintenance (Miami) LLC  
Federal Express Corporation  
Fedex Corporation  
First Kontakt Bpo Doing Business As  
Advantage Communications  
Fjet LLC  
Flight Tech Worldwide Corp  
Flightcheck Commercial Aviation Services  
Flightdeck Solutions S D R.L  
Fortune Group Transport, Inc  
Foxtrot Aviation Services LLC  
Fpap Solutions Gmbh  
Frontier Airlines, Inc.  
Fsm Group, LLC  
Ft. Lauderdale Fuel Facilities LLC,  
Ftair, LLC.  
Fuelplus  
Fuelplus Software Scs  
Fuyo General Lease Co. Ltd.  
G.A.T. Airline Ground Support, Inc.  
G2 Secure Staff Fka S.A.S. Services Group,  
Inc. (S.A.S.)  
Galileo International, L.L.C.  
Galileo Nederland Bv  
Gallup, Inc.  
Gat Airline Ground Support  
Gcg Fka Jamaica Disptach Services Limited  
Gcg Ground Services  
Gema Tours S.A.  
General Air Services  
General Aviation, LLC. D/B/A Atlantic  
Aviation  
Girag Panama S.A.  
Global Crossing Airlines, Inc.  
Global Engine Stands Inc  
Goodrich Corporation, A Collins Aerospace  
Company  
Google LLC  
Greater Orlando Aviation Authority  
Green Irony, LLC  
Ground Motive Dependable (Gmd)  
Haeco Airframe Services, LLC  
Haeco Cabin Solutions, LLC  
Hamaserco  
Hillsborough County Aviation Auth  
Hireright, LLC  
Home Serv Delivery, LLC  
Honeywell International Inc., Acting Through  
Aerospace Electronic Systems (Aes)  
Hookers Point Fuel Facilities LLC,  
Hopper (USA), Inc.  
Horizon Air Industries, Inc. Doing Business  
As Washington Corporation  
Horry County Department Of Airports  
Hotel Connections, Inc.  
Huntleigh USA Corporation  
Husky Marketing And Supply Company  
Icims, Inc.  
Id90T, Inc.  
Indeed, Inc  
Indianapolis Airport Authority  
Integrated Deicing Services, LLC  
International Aero Engines, LLC  
International Air Transport Association  
International Business Machines Corporation  
International Security Defense Systems, LLC  
(Isds)  
Internet Travel Services, LLC  
Jamaica Dispatch Services Fka Gcg  
Jc International S.A.  
Jet Aircraft Maintenance, Inc.  
Jet Cabo  
Jet Dental  
Jet International  
Jetblue Airways Corporation  
Jetrigh Aviation Maintenance  
Jetstream Ground Services, Inc.  
Jett Pro Une Maintenance  
Jsa International U.S. Holdings LLC  
Juliana Airport Handlers N.V.  
Keenan Technical Industries, Inc. Aka Kti  
Aircraft Maintenance  
Kellstrom Commercial Aerospace, Inc.  
Kenyon International Emergency Services,  
Inc.  
Kforce Inc.  
Kldiscovery Ontrack, LLC D/B/A Kldiscovery  
Konica Minolta Business Solutions U.S.A.,  
Inc., D/B/A Konica Minolta Premier Finance  
Lane Aviation Corporation And Lane Air  
Services Company  
Latrobe Airline Services

Lee County Port Authority - Executive  
Director  
Levarti Limited  
Level 3 Communications, LLC  
Lima Airport Partners S.R.L.  
Linkedin Corporation  
Longport Airport Services Sas  
Longport Colombia Ltda.  
Longport Ecuador Cia Ltda.  
Longport Haiti SA  
Louisville Regional Airport Authority -  
Executive Director  
Lsg Sky Chefs North America Solutions, Inc.  
N/K/A Retail Inmotion North America, Inc.  
Lufthansa Systems AG  
Lufthansa Technik Aktiengesellschaft  
Ma Software Systems, LLC.  
Macquarie Aviation North America 2 Inc.  
D/B/A Atlantic Aviation  
Mainsail Property Management, LLC  
Manchester-Boston Regional Airport  
Mantomain Cia. Ltda  
Marathon Petroleum Company LP  
Marglobai S.A., City Ticket Office (“Cto”)  
Maryland Department Of Transportation,  
Maryland Aviation Administration  
Masergy Communications, Inc.  
Massachusetts Port Authority  
Mastercard International Incorporated  
Maximus Global Services (Mgs)  
Mbj Airport Limited  
Mcp Cargo LLC  
Memphis-Shelby County Airport Authority  
Menzies Aviation Santo Domingo Ltd  
Menzies Aviation, St.Maarten B.V.  
Messier-Goodrich S.A.  
Metlife Pet Insurance Solutions LLC  
Metron Aviation  
Metropolitan Airports Commission  
Metropolitan Nashville Airport Authority  
Miami-Dade County - Miami Dade  
Department Of Aviation  
Michelin North America, Inc C/O Michelin  
Aircraft Tire Company  
Microsoft Corporation  
Milwaukee County, Mitchell International  
Airport  
Monroe County Airport Authority- Roc  
Airport Director  
Mro Commercial, S.A.  
Mtu Aero Engines North America  
Mtu Maintenance Canada Ltd  
Mtu Maintenance Hannover Gmbh  
Mtu Maintenance Zhuhai Co. Ltd  
Mulesoft, LLC  
Myrtle Beach International Airport, Horry  
County  
Navitaire  
New Orleans Aviation Board  
New Tech Aircraft Services, Inc.  
Nexgen Aero, LLC  
Nola Aviation  
Norfolk Airport Authority  
Novus Services, Inc.  
Nyc America LLC  
Oinac  
Oliver Wyman, LLC  
Opain  
Optavise, LLC  
Oracle America, Inc.  
Orix Aviation Systems Limited  
Orlando Fuel Facilities LLC  
Pac Kingston Airport Limited  
Pacific Aircraft Maintenan E  
Palm Beach County - Department Of Airports  
Palmerola International Airport, S.A De C.V  
Payouts Network Inc.  
Pbf Holding Company LLC  
Perimeter International DbA Perimeter Global  
Logistics (“PGL”)  
Philadelphia Department Of Aviation  
Plusgrade L.P./Plusgrade S.E.C.  
Points International Ltd.  
Points.Com Inc.  
Port Authority Of New York And New Jersey  
- Department Of Aviation  
Port Of Oakland - Portland International  
Airport  
Port Of Portland  
Port Of Seattle, Aviation Division - Managing  
Director  
Preferred Composite Services, Inc.  
Priceline Partner Solutions (Canada)  
Corporation (Formerly Known As Priceline  
Partner Network Corp.)  
Prime Flight Aviation Services, Inc.  
Princess Juliana International Airport Holding  
Company N.V.  
Professional Airline Flight Control  
Association  
Promerica Financial Corporation

Prosegur Services Group Fka Aviation  
Safeguards  
Prospect International Airport Services  
Prospect Of Tampa, Ltd.  
Psbp Industrial, L.L.C.  
Puerto Rico Ports Authority - Deputy  
Executive Director  
Puma Energy (Aviation) S.A.  
Quiq, Inc.  
Raleigh-Durham Airport Authority  
Realterm Transportation, LLC  
Rehab Corporation DbA Id Watchdog  
Reno-Tahoe Airport Authority - President/Ceo  
Republic Airways Holdings Inc.  
Right Management  
Ro & La Private Security Services, S. A De C.  
V.  
Rohr, Inc. A Part Of Collins Aerospace  
Rokt Pte. Ltd. (Rokt)  
Sabre Glbl, Inc., F/K/A Sabre Inc.  
Sabre Inc.  
Safran Aerospace Services Americas  
Safran Cabin Catering, Inc  
Safran Landing Systems Services Americas Sa  
De Cv  
Salesforce, Inc.  
San Diego County Regional Airport Authority  
- President/Ceo  
Santur Travel  
Sap America, Inc.  
Sas Service Group Inc.  
Satair USA, Inc.  
Schneller LLC  
Schwab Retirement Plan Services, Inc.  
Scis Air Security Corporation  
Securipro Ltd.  
Securitas Transport Aviation Mexico Sa De  
Cv  
Sedgwick Claims Management Services, Inc.  
Servair  
Servicenow, Inc  
Servicios Aereos Guatemaltecos, S.A.  
Servicios Aeroportuarios Integrados (Sai)  
Servisair Fuel Services, LLC  
Serviseg, Sa By C.V.  
Sheltair-Jacksonville  
Sierra Aviation Group  
Signature Aviation  
Signature Flight Support LLC, D/B/A  
Signature Technicair  
Sim-Industries B.V.

Sirius Aviation Capital  
Sjh Sheffield Aerospace, LLC,  
Skillsoft (Us) LLC  
Sky Aero Management Limited  
Sky Aerospace Engineering, Inc.  
Sky High 136 Leasing Company Limited  
Skyfuel Aviation Services Of Fort Lauderdale,  
LLC  
Skyfuel Aviation Services Of Orlando, LLC  
Skyfuel Aviation Services, DFW LLC  
Skymetrix Gmbh  
Skypath US Inc.  
Skysquad Inc.  
SMBC Aviation Capital Limited  
Sojem, Inc.  
Sojern, Inc.  
Sol Aviation Services Limited  
Solvo Solutions, LLC  
South Jersey Transportation Authority  
Spark Hire  
Spirit Aerosystems, Inc  
Sprinklr Inc.,  
St Engineering Aerospace Resources Pte. Ltd  
St John Properties Inc  
Stratos Aviation Limited  
Student Travel America  
Sunbeam Properties Inc.C/O Sunbeam  
Development Corporation  
Sunline Technical Maintenance N.V DbA  
S.T.M  
Superior Aircraft Services  
Superior Uniform Group, Inc., Through Its  
Division Hpi Direct N/K/A Superior Group Of  
Companies, Inc., Through Its Division HPI  
("HPI")  
Swissport Aviation Services De Mexico S.A.  
De C.V.  
Swissport Fueling, Inc.  
Swissport Gbh Peru S.A.  
Swissport SA Fuel Services, LLC  
Swissport SA USA LLC  
Swissport USA, LLC  
Synthesia Limited  
Ta Connections De, LLC, D/B/A Ta  
Connections, F/K/A Hotel Connections, Inc.  
Talent Hunters  
Talento, Inc.  
Talleres Aeronauticos Del Caribe (TAC)  
Talma Ecuador Servicios Aeroportuarios S.A  
Talma Servicios Aeroportuarios S.A  
Talx Corporation

Tech Finance Co.  
Tecnologias Unidas  
Terminal Aeroportuaria De Guayaquil S.A.  
Tagsa  
Terpel A Tu Servicio  
Thales Avionics, Inc.  
The Air Line Pilots Association, International  
The Cleveland Clinic  
The Coca-Cola Company, Acting By And  
Through Coca-Cola North America  
The County Of Orange  
The Galileo Company  
The International Association Of Machinists  
And Aerospace Workers  
The Port Authority Of New York And New  
Jersey  
The Snapbar LLC  
The Ultimate Software Group, Inc.  
The Weather Company Aviation, LLC  
Thompson Hospitality, LLC  
Tilc, S.A De C.V  
Timco Line Care, LLC  
Top Flight Aviation Services  
Total Airport Services, Inc.  
Total Specialties USA, Inc.  
Totalenergies Aviation  
Transport Workers Union Of America  
Travel Guard Group, Inc.  
Travelport Global Distribution System B.V.,  
(Formerly Known As Galileo Nederland B.V.)  
Travelport International Operations Limited  
Travelport Operations, Inc.  
Trax USA Corp  
Trego/Dugan Aviation Of Grand Island, Inc.  
Triple-S Salud  
Tristar Global Services  
Turismo Polaris  
U.S. Bank National Association  
Ukg Inc. (Formerly Known As The Ultimate  
Software Group, Inc.)  
Ultipro Managed Services, LLC. D/B/A Ums  
("UMS")  
Unifi Aviation, LLC (Formerly Known As Dal  
Global Services)  
United Airlines Holdings, Inc.  
United Behavioral Health ("Optum")  
United Ground Express  
United Healthcare Services, Inc.  
Universal Air Trave) Plan, Inc. ("UATP")  
Universal City Travel Partners ("Ag Partner"),  
Unum Life Insurance Company Of America

Uplift, Inc.  
Usairports Flight Support  
Usi Advisors, Inc.  
Vee Neal Aviation  
Verizon Business Network Services Inc.  
(D/B/A Verizon Business Services)  
Verizon Wireless  
Virgin Islands Port Authority  
Visa U.S.A. Inc.  
Vision Service Plan Insurance Company  
Vmo Aircraft Leasing Warehouse Financings  
Volo Management Plattsburgh LLC  
Wackenhut De Guatemala S.A.  
Wayne County Aviation Authority  
Web Benefits Design Corporation  
Western Aircraft Inc.  
Westmoreland County Airport Authority  
Willis Towers Watson US LLC  
World Fuel International Srl  
World Fuel Services. Inc.  
Worldwide Flight Services, Inc.  
Xtreme Aviation LLC.  
Zipcar, Inc.

**Current Officers and Directors**

Andrea Fischer Newman  
David Davis  
David N. Siegel  
Eugene I. Davis  
Fred Cromer  
John Bendoraitis  
Linde Grindle  
Radha Tilton  
Rana Ghosh  
Robert A. Milton  
Rocky B. Wiggins  
Thomas C. Canfield  
Timothy Bernlohr

**Debtors**

Spirit Aviation Holdings, Inc.  
Spirit Airlines, LLC  
Spirit Finance Cayman 1 Ltd.  
Spirit Finance Cayman 2 Ltd.  
Spirit IP Cayman Ltd.  
Spirit Loyalty Cayman Ltd.

**Former Director and Officer**

Alviene, Dana Shapir  
Barclay G. Jones III  
Christie III, Ted

Dunkerley, Mark B.  
Gardner, H. McIntyre  
Haralson, Scott M.  
Johnson, Robert D.  
Richards, Christine P.  
Soto, Myrna M.  
Wallman, Richard F.  
Zier, Dawn M.

**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  
Allied World Insurance Company  
Allied World Assurance Company Holdings,  
Ltd  
Ambridge Partners LLC  
Applied Underwriters, Inc.  
Arch Speciatly Insurance Co.  
Argonaut Insurance Company  
Ascot Specialty Insurance Company  
Aspen Specialty Insurance Co.  
Atlantic Specialty Insurance Company  
AXA Corporate Solutions Assurance  
AXA XL - Indian Harbor Insurance Company  
AXA XL (Primary) - Nationwide  
AXA XL (XL Specialty Insurance Company)  
Axis Excess Insurance Policy Axis  
Axis Insurance Company  
Beazley Group  
Berkley  
Berkley Colombia Seguros  
Berkley Insurance Company  
Berkshire Hathaway  
Bowhead (Homesite Assurance Company)  
Brit (Lloyds Of London)  
Charles F. Engel And Associates LLC.  
Chubb  
CNA (1x)  
Comision Ejecutiva Portuaria Autonoma  
Continental Casualty Company  
Convex Insurance Uk Limited  
Crum & Forster Specialty  
El Aguila Compania De Seguros

E-Risk Services, LLC (wholly owned  
subsidiary of Nationwide Mutual Insurance  
Company)  
Falcon Risk  
Freedom Specialty Insurance  
Global Aerospace  
Great American Insurance  
Grupo Mexicano De Seguros  
Hartford  
Hartford (Twin City Fire Insurance Co.) -  
Primary  
Hdi Global Insurance Company (Falcon)  
Helvetia Liechtenstein  
Hiscox  
Indemnity Insurance Company Of North  
America (Chubb)  
Instituto Nacional De Seguros  
Instituto Nicaraguense De Aeronautica Civil  
Intact Insurance Specialty Solutions  
Jmalucelli Travelers Seguros S.A.  
Landmark American Insurance Co  
Liberty Surplus Insurance Corporation  
Lloyd's (Ambridge)  
Lloyd's of London  
Member Companies Of La Reunion Aerienne  
National Casualty Company (Excess) -  
Nationwide  
Nautilus Insurance Company (Berkley)  
Old Republic Insurance Company  
Partner Re Ireland Insurance Limited  
QBE Insurance Corporation  
Resilience (Homeland Insurance Co.)  
Rli Insurance Company  
Seguros America  
Seguros Bolívar  
Seguros Del Estado  
Seguros Equinoccial  
Seguros Mundial  
Selective Insurance Company Of Se  
Sirius International Insurance Corporation  
SiriusPoint International Insurance Company  
Sompo (Endurance Assurance Corp)  
Southern Insurance Company  
Starr Indemnity & Liability Company  
Starr Indemnity and Liability Company  
Starr Surplus Lines Insurance Company Per  
Starr Aviation Agency, Inc.  
Starstone Specialty Insurance Company  
Sweaden Compañia De Seguros  
The Hartford Premier Excess Policy

Underwriters At Lloyd'S Of London And  
Other Licensed Companies Per Oneglobal  
Broking, Ltd.  
Westfield Insurance Company  
Zurich American Insurance Company

**Litigation**

American Arbitration Association  
Cox, Thomas  
Denver International Airport  
Federal Aviation Administration  
Los Angeles World Airports  
The Air Line Pilots Association  
The Professional Airline Flight Control  
Association  
Transportation Security Administration

**Official Committee of Unsecured Creditors**

AGI Ground, Inc.  
Association Of Flight Attendants-CWA, AFL-  
CIO  
Aviation Capital Group LLC  
Lufthansa Technik Aktiengesellschaft  
Perimeter International dba Perimeter Global  
Logistics ("PGL")  
SMBC Aviation Capital Ltd  
Jasiel Moreno  
Willkie Farr & Gallagher LLP

**Ordinary Course Professionals**

Abogados Sierra Y Vazquez, Sc  
Alejandro Franco, P.A.  
Casillas, Santiago & Torres, LLC  
Chico & Nunes, P.C.  
Clark Hill P.L.C.  
Cohen Ziffer Frenchman & Mckenna Ll  
Condon & Forsyth LLP  
Cravath Swaine & Moore LLP  
Daugherty, Fowler, Peregrin & Haught  
Estudio Spingarn & Marks S.A.  
Ford & Harrison LLP  
Fox Rothschild  
Franco Law Firm  
Frank Weinberg & Black Pl  
Greenberg Traurig Pa  
Greenspoon Marder LLP  
Haystack  
Jones Day  
Jose Lloreda Camacho & Co. S.A  
Kirstein & Young PLLC

Littler Mendelson P.C.  
McAfee & Taft  
Miller & Chevalier Chartered  
Morell Cartegená Dapena  
Morris James LLP  
Myers Fletcher & Gordon  
Nason Yeager  
Nassar Abogados  
O'Melveny & Myers LLP  
Paul, Weiss, Rifkind, Wharton  
Philippi, Prietocarrizosa, Ferrero DU & Uría  
Potter Anderson & Corroon LLP  
Smith Gambrell & Russell LLP  
Studio Legal Sonia Cabrera  
Taft Stettinius & Hollister LLP  
The Foont Law Firm, LLC  
Victor Rane Group Inc  
Walkers Global

**Other Names used in the last 8 years**

Spirit Airlines, Inc.

**Other Significant Creditors**

GATX Engine Leasing (RESV)  
RRPF Engine Leasing (RESV) 618  
RRPF Engine Leasing NO 2 (RESV)  
RRPF Engine Leasing NO 2 (RESV 521)  
RRPF Engine Leasing US NO. 2 LLC  
Willis Lease Finance Corporation

**Significant Competitors**

Alaskan Airlines  
Allegiant Air  
American Airlines  
Delta Air Lines  
Frontier Airlines  
Hawaiian Airlines  
Skywest Airlines  
Southwest Airlines Company  
United Airlines, Inc.

**Significant Equity Holders**

AllianceBernstein L.P.  
Blackrock Inc.  
BNY Asset Management  
D.E. Shaw & Co. LP  
Dimensional Fund Advisors LP  
Esopus Creek Advisors LLC  
Esopus Creek Value Series Fund LP - Series  
A  
Geode Capital Management, LLC

Millennium Management  
Northern Trust Global Investments  
Rokos Global Macro Master Fund LP  
Shaolin Capital Management  
Squarepoint Ops LLC  
State Street Global Advisors, Inc.  
Vanguard Group Inc.  
Western Asset Management Company, LLC

**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  
Aeropuerto De Cancun (Asur)/Corresponding  
Fee  
Afianzadora Aserta, S.A. De C.V.  
Albuquerque International Sunport  
Arch Insurance Company  
Autoridad De Aviacion Civil (AAC)  
Bank of Utah (Aircastle N620NK\_MSN 5624)  
Bank of Utah (Merx N626Nk\_Msn5999)  
Bank of Utah (Merx N633Nk\_Msn6345)  
Bank of Utah (Merx N635Nk\_Msn6383)  
Bank of Utah (N935Nk/Msn 10108)  
Bank of Utah (St Engineering N627Nk\_Msn  
6082)  
Bank of Utah (St Engineering N628Nk\_Msn  
6193)  
Burbank-Glendale-Pasadena Airport Authority  
Charleston County Aviation  
City Of Los Angeles - Department Of Airports  
City Of Pensacola - Pensacola International  
Airport  
City Of Phoenix  
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  
John Wayne Airport (SNA), Orange County

Kinder Morgan (And/Or) Calnev Pipeline  
LLC  
Maryland Fuel Tax  
MBJ Airports Limited  
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)  
North Carolina Fuel Tax  
Oakland Airport  
Orix (Owner: Ikehara Kanou) N609Nk/Msn  
4951  
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)  
Sfv Aircraft Holdings US 2 LLC  
(N637Nk\_Msn6436)  
Sfvi Aircraft Holdings US 1 LLC  
(N629Nk\_Msn6300)  
Sfvi Aircraft Holdings US 1 LLC  
(N631Nk\_Msn6327)  
Sfvi Aircraft Holdings US 1 LLC  
(N634Nk\_Msn6370)  
Sfvi Aircraft Holdings US 1 LLC  
(N659Nk\_Msn6770)  
Sfvi Aircraft Holdings US 1 LLC  
(N676Nk\_Msn7734)  
Sfvi Aircraft Holdings US 1 LLC  
(N677Nk\_Msn7690)  
Sfvi Aircraft Holdings US 1 LLC  
(N679Nk\_Msn7825)  
Sfvi Aircraft Holdings US 1 LLC  
(N680Nk\_Msn7870)  
Sheltair Aviation Center, LLC  
Smbc Aviation Capital Limited (Smbc  
N625Nk\_Msn 5954)  
St. Louis Lambert Intl Airport (STL)  
SUNAT (Customs and Tax Administration)  
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 (Carlyle N535Nk\_Msn 4403)

UMB Bank (Carlyle N536Nk\_Msn 4422)  
UMB Bank (Carlyle N616Nk\_Msn 5370)  
UMB Bank (Carlyle N618Nk\_Msn 5458)  
UMB Bank (Smbc N614Nk\_Msn5132)  
US Bank National Association  
US Customs And Border Protection - Uscbp  
Utah Department Of Alcoholic Beverage  
Control  
Valero Marketing And Supply Company  
Wells Fargo (Avolon N620Nk\_Msn 5624)  
Wells Fargo (Stratos N619Nk\_Msn 5517)  
Wilmington Trust Company (Carlyle  
N622Nk\_Msn 5804)  
Wilmington Trust Company (Carlyle  
N623Nk\_Msn 5861)  
Wilmington Trust Company (Carlyle  
N624Nk\_Msn 5880)  
Wilmington Trust Company (Smbc  
N621Nk\_Msn 5672)

**Surety & Letters of Credit Issuers**

Zurich Colombia Seguros S.A.

**Taxing Authority / Governmental /  
Regulatory Agencies**

Aeris  
Aero Lauderdale, LLC  
Aerocali S.A.  
Aeropuerto De Cancun S.A. De C.V  
Aeropuerto De Puerto Vallarta, S.A.  
Aeropuerto International Del Cibao  
Aeropuerto Internl De Monterrey  
Aeropuerto San Jose Del Cabo  
Aeropuertos Dominicanos Siglo XXI SA  
Aerostar Airports Holdings  
Aerostar Airports Pfc  
Aerotel-Jamaica  
Air Navigation Services Aruba  
Airport Revenue Fund  
Alaska Department Of Revenue  
Alcaldia De Managua  
Alcaldia Mayor De Bogota  
Alcaldia Mayor De Cartagena De Indi  
Alcaldia Municipal De Comayagua  
Alcaldia Municipal De Palmira  
Alcaldia Municipal De San Luis  
Alcaldia Municipal De San Salvador  
Aldine Isd Tax Office  
Allegheny / Pittsburgh Intl. Airp.  
Allied Universal Security Services LLC  
Ann Harris Bennett-Tax Assessor

Arizona Corporation Commission  
Arizona Department Of Revenue  
Arkansas Auditor of State  
Aruba Airport Authority N.V  
Atlanta Airlines Terminal Corp  
Atlanta Dept Of Aviation (Pfc)  
Autoridad Aeronautica Civil  
Autorite Aeroportuaire Nationale  
Avenger Flight Group LLC  
Aviam  
B & Co Legal  
Banco De La Nacion / Sunat  
Bancredito  
Bernalillo County Treasurer  
Birmingham Airport Authority Pfc  
Boise Air Terminal  
Boise Airport Pfc  
Broward County Aviation Dept./USA Parking  
Assoc.  
Broward County Tax Collector  
Broward Cty Aviation Dept  
Broward Cty Aviation Pfc  
Buncombe County Tax Collector  
California Franchise Tax Board  
California State Conrtollers Office  
Capital Region Arprt Pfc  
Central West Virginia Regional - Pf  
Charleston County Aviation Authorit  
Charlotte Douglas Int'L Airport  
Chicago Department of Finance  
City And County Of Denver  
City Of Albuquerque Aviation Dept  
City Of Atlanta Department Of Aviat  
City Of Austin  
City Of Austin Dept Of Aviation Pfc  
City Of Boston  
City Of Charlotte  
City Of Chicago Dept. Of Aviation  
City Of Chicago Pfc  
City Of Doral  
City Of Henderson  
City Of Kansas City - Pfc  
City Of Kansas City Aviation Depart  
City Of Kenner  
City Of Los Angeles  
City Of Los Angeles Pfc  
City Of Manchester, NH  
City Of Manchester, NH Pfc  
City Of Miramar  
City Of Oakland  
City Of Pensacola-Pfc

City Of Philadelphia	Earl K. Wood, Tax Collector
City Of Philadelphia - Pfc	Escambia County Tax Collector
City Of Phoenix Pfc	Eurocontrol
City Of Portland	Fideicomiso Opain SA
City Of Romulus	Fideicomisos Sociedad Fiduciaria De
City Of San Antonio, Texas Pfc	Fiduagraría Fedeicomiso Proturismo
City Of San Antonio Texas	Fiduciaria De Occidente Regulados
City Of San Jose	Fl Department Of Financial Services
City Of San Jose Pfc	FL Dept of Environmental Protection
City Of St. Louis - Pfc	Florida Department Of Revenue
City Of Tampa	Florida Department Of State
Clark County Dept Of Aviation	General Mitchell Intl
Clayton Cty Tax Commissioner	Georgia Department Of Revenue
Cleveland Airport System - Pfc	Government of Virgin Islands
Cleveland Terminal & Equipment Cons	Grapevine-Colleyville Tax Office
Cocesna - Coporacion Centroameric	Gtr Orlando Aviation Auth.- Pfc
Collector Of Customs - Jam	Gtr Orlando Aviation Authority
Collector Of Revenue-St. Louis Coun	Guilford County Tax Department
Colorado Department Of Revenue	Hennepin County Treasurer
Colorado Dept Of Agriculture	Hillsborough County Aviation Authority
Colorado State Treasury	Hillsborough County Pfc
Columbus City Treasury	Hillsborough County Tax Collector
Columbus Regional Airport	Horry County Treasurer
Columbus Regional Airport Pfc	Horwath Velez & Co., PSC
Comision Ejecutiva Portuaria Autono	Houston Airport System
Commissioner Of Taxation & Finance	Iah/George Bush Intercontinental -
Commissioner Of Taxation And Financ	Iata - Princess Juliana Int. Airp.
Commonwealth Of Massachusetts	Iata Empresa Hondurena De Infraestr
Commonwealth Of Virginia	Iata/Palmerola Internatnl Arprt,
Comptroller Of Maryland	Ice/Instituto Costarricense De Turi
Connecticut Airport Authority - Pfc	Idaho State Tax Commission
Cook Country Depart of Revenue	Illinois Department Of Revenue
Corpac, S.A	Illinois Secretary Of State
County Of Henrico, Virginia	Illinois State Treasurer
Dallas Fort Worth Intl - Pfc	Indiana Department Of Revenue
Dallas/Fort Worth Int. Airport	Indianapolis Airport Auth (Pfc)
DC Office of Finance & Treasury	Inguat/Instituto Guatemalteco De Tu
Delaware State Escheator	Instituto Dominicano De Aviacion Ci
Denver Port Authority - Pfc	Internal Revenue Service
Dept Of Lic & Consumer St Thomas	Internal Revenue Service (IRS)
Detroit Airlines North	Intur/Instituto Nicaraguense De Tur
Detroit Metropolitan - Pfc	Jamaica Civil Aviation Authority
Dian / Direccion De Impuestos Y	Jamaican Government Treasury
Direccion General De Aeronautica Ci	Jefferson County Sheriffs Office
Direccion General De Aviacion Civil	Jefferson Parish - Revenue & Tax
Direccion General De Ingresos	John B. Mcckuskey Wv State Auditor
Direccion General De Tesoreria - Sa	John Wayne Airport County Of Orange
Direccion/Colector De Impuestos Int	John Wayne Airport-County Of Orange
Direction Generale Des Impots	Kansas State Treasurer
Division Of Alcoholic	Kentucky Deparmtnet Of Agriculture
Eaai/Empresa Administradora De Aer	Kentucky Department Of Revenue

King County International Airport	New Jersey Department Of Treasury
King County Treasury	New Mexico Taxation & Revenue Dept
Las Vegas Dept Of Aviation-Pfc	New Orleans Aviation - Pfc
Lee County Port Auth Pfc	New York City Tax
Lee County Port Authority	New York State Department
Lee County Tax Collector	NM Taxation And Revenue Department
Lima Airport Partners S.R.L	Norfolk Airport Authority Pfc
Los Angeles Cnty Tax Collector	North Carolina Dept Of Revenue
Louis Armstrong New Orleans Intl Airport	NYC Department Of Finance
Louisiana Dept Of Revenue	NYS Dept Of Taxation & Finance
Louisville Regional Airport Authori	NYS Office of State Comptroller
Maryland Aviation Admin - Pfc	Office National De L'Aviation Civi
Maryland Aviation Administration	Office of State Comptroller NY
Maryland Department Of Revenue	Ohio Department Of Commerce
Maryland Dept Of Agriculture	Ohio Department Of Taxation
Massachusetts Port Pfc	Oklahoma State Treasurer
Mbj Airport Limited	Orange County Property Appraiser
MD Division Of Unemployment Insurance	Orange County Tax Collector
Mecklenburg County Tax Collector	Oregon Department Of Revenue
Memphis International Airport	Oregon Department Of State Lands
Metro Airport Commission (Msp)	P.A. Aeropuerto Ernesto Cortissoz
Metropolitan Arprt Comm Pfc	Palm Beach International Airport
Metropolitan Nashville Airport	Pennsylvania Dept Of Revenue
Metropolitan Trustee Real Property	Pfc Charleston County Aviation
Miami-Dade Aviation Dept. Pfc	Pfc City Of Albuquerque Aviation
Miami-Dade Tax Collector	Pfc Metropolitan Nashville Airport
Michigan Chamber Of Commerce	Pfc Monroe County Airport Authority
Michigan Dept. Of Treasury	Pfc Salt Lake City Dept Of Airports
Ministere De L'Interieur Et Des Col	Pfc-Burbank-Glendale-Pasadena Airp
Ministerio De Comercio	Pfc-Charlotte Douglas Int'L Airport
Ministerio De Turismo	Pfc-Sacramento Cty Dept Of Airports
Ministerio/Direccion Gnrl De Migrac	Philadelphia Terminal & Equipment C
Minnesota Department Of Commerce	Pittsburgh International Aprt-Pfc
Minnesota Revenue	Platte County Collector
Missouri Depmt Of Revenue	Port Authority (Pfc Only)
Missouri Dept Of Revenue	Port Authority (EWR Pfc Only)
Municipalidad De Alajuela	Port Authority Of Ny & Nj
Municipalidad De San Pedro Sula	Port Of Oakland
Municipio De Armenia	Port Of Oakland-Pfc
Municipio De Lebrija	Port Of Portland- Pfc
Municipio De Rionegro	Port Of Seattle
Municipio De Soledad	Port Of Seattle - Pfc
Myrtle Beach Int'L A/P (Pfc)	Pr Ports Authority - Pfc (Bqn)
Myrtle Beach/Horry Dept Of Airport	Pr Ports Authority Pse Pfc
Nassar Abogados Costa Rica, S.A.	Puerto Rico Ports Authority
Nats (Services) Limited	Raleigh-Durham Airport Auth. Pfc
Nav Canada	Reno-Tahoe Airport Authority
NC Office of The State Treasurer	Reno-Tahoe Airport Authority (Pfc)
Nevada Department Of Taxation	Rhode Island Dept Of The Gen Treasu
Nevada Unclaimed Property	Sacramento County Airport System
New Hampshire State Treasury	Sacsa / Sociedad Aeroportuaria

Salt Lake County Treasurer  
San Diego Cnty Regional -Pfc  
San Diego County Regional Arprt Aut  
San Diego County Treasurer  
Sar - Servicio De Administracion De  
Scis Air Security Corp.  
Secretario de Hacienda  
Secretary Of The Treasury (PR)  
Seneam/Servicio De Adm Tribut  
Servicio De Rentas Internas  
Sheila L. Palmer, Collector  
Shelby County Trustee  
South Carolina Dept Of Revenue  
South Carolina State Treasurer  
South Jersey Trans. - Pfc Only  
South Jersey Transportation  
St. Louis Lambert International Air  
State Of Alabama Treasurer  
State Of Connecticut  
State Of Maryland Dept Of Tax  
State Of Michigan  
State Of Michigan - Liquor Control  
State Of Michigan Dept Of Labor &  
Economic Opportunit  
State Of New Jersey  
State Of New Jersey - Ppt  
State Of South Carolina  
State Of Utah  
State Of Washington Dept Of Revenue  
State Of Wyoming  
Subdirección Zonal Del Litoral  
Superintendencia De Administracion  
Superintendencia De Puertos  
Tagsa - Terminal Aeroportuar  
Tarrant Cnty Tax Assessor - Col  
Tax Collector, Multnomah County  
Tbi Airport Management, Inc.  
Tbitec  
Tennessee Department Of Revenue  
Tesoreria General De La Republica -  
Texas Comptroller Of Public Acct.  
The City Of Boston  
The Louisiana Board Of Tax Appeals  
Tourism Enhancement Fund  
Town Of Windsor Locks Tax Collector  
Transportation Security Admin  
Travis County Tax Collector  
Treas NYC  
Treasurer, City Of Columbus  
Treasurer, City Of Memphis  
US Customs & Border Protection

US Customs And Border Protection  
Usvi-Office Of Lieutenant Governor  
Utah State Tax Commission  
Vermont State Treasurer's Office  
Virgin Island Fire Service  
Virgin Islands Port Auth - Pfc  
Virginia Department Of Taxation  
Wake County Justice Center  
Wake County Tax Administration  
Washington State Dept of Labor & Industries  
Wayne County Dept. Of Airports  
West Virginia Dept Of Revenue  
Westmoreland County Airport  
Westmoreland County -Pfc  
Wisconsin Department Of Revenue  
Workers' Compensation Admin Trust F  
World Fuel Services, Inc.  
World Fuel/Spire Flight Solutions

### **Top 30 Creditors**

Aerospace Turbine Srvc & Sol Llc  
Agi Ground, Inc  
Alameda County Tax Collector  
Broward County Aviation Department  
C3 Customer Contact Channels  
Charles Tombras Advertising, Inc  
Coforge, Inc.  
County Of Santa Clara Department Of  
G2 Secure Staff, LLC  
Lufthansa Technik  
Messier-Goodrich  
Michelin Aircraft Tire Co., LLC  
Microsoft Licensing, Gp  
Mtu Maintenance Canada  
Nai National Ltd  
Navitaire, Inc  
Nexgen Aero  
Perimeter Logistics Inc  
Prime Flight Aviation Services  
Rohr, Inc. 1000282A  
Sacramento County Dept Of Finance  
Safran Landing Systems (SAS)  
Salt Lake City Dept Of Airports  
Star Aviation, Inc. 1010982A  
Ta Connections De & II, LLC  
Tesoro Nacional - Aerocivil Aeronau  
Tresor Publique/Redevances  
U.S. Bank  
U.S. Department Of The Treasury  
Usda, Aphis, Rot

**U.S. Trustee Office**

Abriano, Victor  
Allen, Joseph W.  
Black, Christine H.  
Bruh, Mark  
Cornell, Shara  
Martin, Marylou  
Moroney, Mary V.  
Nadkarni, Joseph  
Ogunleye, Alaba  
O'Malley, James R.  
Penpraze, Lisa M.  
Riffkin, Linda A.  
Rodriguez, Ilusion  
Rudewicz, Daniel  
Schmitt, Kathleen D.  
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.

**Utilities**

American Registry For Internet Numbers Ltd  
Appriver LLC  
Arinc  
Asri Aviation Spectrum Resources Inc  
AT&T  
AT&T - Universal Biller  
AT&T Mobility  
ATL Communications  
Atlantic City Electric  
Bex Voice Data Communications  
Boingo Wireless, Inc  
Centurylink  
Cirion Technologies Latin America,  
City Of Houston, Utilities  
City Of Philadelphia Airport System  
Claro (PR)  
ClearlyIP Inc  
Cogent Communications  
Comcast  
Comed Commonwealth Edison Co  
Connected Solutions Group, Llc  
Crown Castle Fiber LLC  
Crystal Springs

Directv  
Dte Energy  
Efax Corporate  
Equinix Inc  
Florida Power & Light Company  
Gexa Energy, Lp  
Granite Telecommunications  
Level 3 Communications LLC  
Loopup LLC  
Lumen - Centurylink  
Masergy Cloud Communications Inc  
Masergy Communications  
Metropolitan Telecommunications; Me  
Nec Corporation Of America  
Nettracer, Inc.  
Network Innovations, LLC  
Nicor Gas  
Nitel, LLC  
Nv Energy, Inc.  
Orlando Utilities Commission  
Republic Service of Florida LP  
Royal Waste Services, Inc.  
Sita Global  
Smart City Wireless Solutions  
Smartnet Limitless  
South Jersey Gas  
Southwest Gas Corporation  
Teco-Tampa Electric Company  
T-Mobile USA, Inc.  
Verizon  
Verizon Business  
Waste Management Of Michigan  
Waste Management Of Penn, Inc

**Vendors**

Aaset 2022-1 Limited  
Accipiter Investments Aircraft 2 Li  
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  
Aerodom  
Aetna US Healthcare-Dental DMO  
Air Lease Corporation (La)  
Airbus North America Customer Servi  
Airline Pilots Association  
Akin Gump Strauss Hauer & Feld LLP  
Alvarez & Marsal North America LLC  
American Arbitration Association I  
American Express TRS

Angeion Group LLC  
Arinc - Manual Pcard Auth  
Associated Energy Group  
Automatic Data Processing  
Aviation Services Management Fze  
Avolon Aerospace (Ireland) Aoe 30  
Awas Avia 606Nk Leasing  
Bagcentral  
Ballard & Ballard  
Barclays Capital Inc.  
Bdo USA, LLP  
Berger Singerman LLP  
Bf Aerospace 1010593A  
Boston Consulting Group  
Bp Products North America, Inc  
Brasfield & Gorrie, LLC  
Budget Rent A Car System, Inc  
Cae Flight Services USA  
Cbiz Mhm, LLC  
Cfe And Associates  
Charles Schwab Bank  
Chevron Products Company  
Chicas, Vilchez & Ruiz  
Choate, Hall & Stewart LLP  
Cit Group/Equipment  
Citgo Petroleum Corp  
Compass Lexecon  
Consilio Inc dba Consilio LLC  
Converge Technology Solutions Us, L  
Crowe PR  
CSC Corporation  
Cwa/Afa  
Dal Global Services, Inc.  
Deloitte  
Deloitte & Touche, S De R.L.  
Deloitte Rd, S.A.  
Doar Inc.  
DTC the Depository Trust Corporation  
Eastern Aviation Fuels  
Empire Office, Inc  
Engine Lease Finance Corp  
Epic Aviation LLC  
Equilon Ent. Db Shell Oil Products  
Erc Cci Limited  
Evercore Group LLC  
Express Scripts Inc  
F & E Aircraft Maintenance LLC  
FGL Aircraft USA Inc.  
FH Paschen, SN Nielsen & Associates  
Firme Turnier  
First Kontakt Bpo Db Advantage  
FLL Crew Transport dba FLL Limo  
Fort Lauderdale Fuel Facilites LLC  
Frost Brown Todd, LLC  
Gina M. Cadogan, Pa dba Cadogan Law  
Grant Thornton LLP  
Ground Motive Dependable  
Haeco Americas Airframe Srvc  
Hamilton Sundstrand Corp.  
Hinshaw & Culbertson LLP  
Honeywell International Sarl  
Hpi Direct  
Integrated Deicing Services  
International Aero Engines Ag 10001  
International Aero Engines LLC  
Javits, Joshua M.  
Jsa International Us Holdings, LLC  
Kelley Kronenberg  
Keystone 9 Limited  
Klafter Lesser LLP  
Knights Of Columbus  
Kotoku Kaiun Co Ltd  
KPMG LLP  
Lockton Companies  
Lsg Skychefs  
Lunar Aircraft Holdco Limited  
Mainsail Property Management, LLC.  
Marlene Gold  
Maximus Global Services LLC  
Menzies Aviation (ASIG)  
Merx Aviation Db Appolo Navigator  
Miami-Dade County Florida  
Micro Accounting Services Ltd  
Milbank LLP  
Mosaic Consulting Group LLC  
Motavita Asesores SAS  
MRO Commercial, S.A  
Navigator Aviation Dac  
Navitaire, Inc.  
New Orleans Aviation Bd  
Nexus (SMBC Tokyo)  
Odp Business Solutions LLC  
Okapi Partners LLC  
Optum Bank Inc  
Oracle America, Inc.  
Orix Aviation  
Paul Hastings, LLP  
Phillips 66 Company  
Practising Law Institute  
Preferred Composite Services  
Prime Flight Aviation Svcs/Gse  
Prospect Airport Services, Inc

Public Company Accounting  
Pricewaterhouse Coopers  
Pwp Holdings LP dba Perella Weinber  
Rafael Conrado PLC  
Reed Smith, LLP  
Ryan Inc.  
Safran Landing Systems Services Mx  
Sard Verbinnen & Co, LLC  
Sasof Iv A3 LLC / Carlyle Aviation  
Satair 1000289A  
Sepriosa  
Serfico-Fiassa  
Sfv Aircraft Hodings US 2 LLC  
Sfvi Aircraft Holdings US 1 LLC  
Shell Trading US Company  
Sierra Latam  
Skadden, Arps, Slate, Meagher & Flo  
Sky High 132 Leasing Co /Icbc  
Sky High 136 Leasing Company Limited  
SkyWorks Capital  
SMBC Aviation Capital Ltd

Spinarn  
Swissport USA Inc  
Ta Connections De & Il, LLC  
Talentto Inc  
Terpel Exportaciones Ci Sas  
Textron GSE Inc.  
Thrifty Car Rental  
Total Energies Marketing USA, Inc.  
Total Jamaica Limited 1000120A  
Trego Dugan Aviation Of Grand Islan  
United Health Care Admin Fee  
United Healthcare Services  
United Healthcare Services Fsa  
Unum Life Insurance Company Of America  
Vmo Aircraft Leasing Holdings Delaware  
Walker & Kirkpatrick  
Wilmington Savings Fund Society, FS  
Worldwide Flight Services  
Xtreme Aviation LLC  
Zim Aircraft Cabin Solutions LLC

**Schedule 2**

**Client Match List**

<b>NAME</b>	<b>RELATIONSHIP TO DEBTORS</b>
American Airlines	Significant Competitors
Automatic Data Processing	Vendors
Delta Air Lines	Significant Competitors
Frontier Airlines	Significant Competitors
Hawaiian Airlines	Significant Competitors
U.S. Bank	Banks/Lender
Wells Fargo	Surety & Letters of Credit Beneficiaries

**Exhibit C**

**Services Agreement**



*EXECUTION VERSION*

# EPIQ CORPORATE RESTRUCTURING

## STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as “Epiq” and “Client,” respectively, 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 if applicable. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.



- 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 furnished or developed by Epiq for itself or for use by Client (collectively, the “Property”). 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 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the “Client Materials”) may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials 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.



*EXECUTION VERSION*

# EPIQ CORPORATE RESTRUCTURING

## STANDARD SERVICES AGREEMENT

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- 6.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the “Client Materials”) may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client’s direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days’ prior written notice of its intent to dispose of such data and media.



## **7. Indemnification.**

- 7.1 Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity’s officers, members, directors, agents, representatives, managers, consultants and employees (each an “Indemnified Person”) harmless from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, costs of preparation and attorneys’ fees) and expenses as incurred (collectively, “Losses”), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq’s rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq’s gross negligence or willful misconduct. Without limiting the generality of the foregoing, “Losses” includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq’s liabilities.
- 7.2 Notwithstanding the foregoing, Epiq shall indemnify, defend and hold Client, its subsidiaries and affiliates, and each entity’s officers, members, directors, agents, representatives, managers, consultants and employees harmless from and against any and all Losses, whether or not such Losses occur on the Client’s premises, and to the extent arising from the gross negligence, fraud, or willful misconduct of Epiq, its employees or representatives.

## **8. Limitation of Liability**

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

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

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



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

## **9. Representations / Warranties.**

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

## **10. Confidential On-Line Workspace**

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

## **11. General**

- 11.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 11.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 11.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.



- 11.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 11.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 11.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.
- 11.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportational disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 11.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 11.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.



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- 11.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportational disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
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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 Aviation Holdings, Inc.  
1731 Radiant Drive  
Dania Beach, FL 33004  
Attention: Thomas Canfield  
(with a copy to 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 Aviation Holdings, Inc.  
1731 Radiant Drive  
Dania Beach, FL 33004  
Attention: Spirit Accounts Payable  
Email: [accountspayable@spirit.com](mailto:accountspayable@spirit.com)

11.12 The “Effective Date” of this Agreement is August 26, 2025.



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 read "B Tuttle".

\_\_\_\_\_  
Name: Brad Tuttle  
Title: Senior Managing Director and GM

**SPIRIT AVIATION HOLDINGS, INC.**, on its own behalf  
and on behalf of its subsidiaries

By: A handwritten signature in blue ink, appearing to read "Thomas Canfield".  
\_\_\_\_\_  
Name: Thomas Canfield  
Title: GC  
\_\_\_\_\_



## **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:
  - 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 RATES<sup>1</sup>

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

### DATA MANAGEMENT RATES

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

### ON-LINE CLAIM FILING SERVICES

On-Line Claim Filing	NO CHARGE
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<sup>1</sup> Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

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



**CALL CENTER RATES**

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

**OTHER SERVICES RATES**

Strategic Communication Services	Quoted at time of request
Escrow Services	Quoted at time of request /competitive rates
ATOP Event	Quoted at time of request
Exchange Agent Fee	Quoted at time of request
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