

Hearing Date and Time: 10:00 A.M.¹ on October 16, 2025
Objection Deadline: 4:00 P.M. on October 9, 2025

DEBEVOISE & PLIMPTON LLP
66 Hudson Boulevard East
New York, New York 10001
Tel.: (212) 909-6000
Jasmine Ball
Elie J. Worenklein

*Proposed Fleet 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.²**

Chapter 11

Case No. 25-11897 (SHL)

Jointly Administered

**NOTICE OF HEARING ON APPLICATION OF THE DEBTORS FOR
AUTHORITY TO EMPLOY AND RETAIN DEBEVOISE & PLIMPTON LLP
AS FLEET COUNSEL 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 Authority To Employ and Retain Debevoise & Plimpton LLP as Fleet Counsel 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 15, 2025**. Instructions and additional information about the Court’s remote attendance procedures can be found at <https://www.nysb.uscourts.gov/ecourt-appearances>. The Court will circulate by email the Zoom

¹ All times herein are expressed in prevailing Eastern Time.

² The Debtors’ names and last four digits of their respective employer identification numbers are as follows: Spirit 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.

link to the Hearing to those parties who properly made an electronic appearance prior to the Hearing.

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

PLEASE TAKE FURTHER NOTICE that responses or objections to the relief requested at the Hearing shall be (a) in writing, in English, and in text-searchable format, (b) filed with the Court electronically, and (c) served on the Debtors and the Notice Parties (as defined in the Application) so as to be received no later than **4:00 p.m. on October 9, 2025** (the “**Objection Deadline**”), in each case, in accordance with the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), the Court’s *Order Implementing Certain Notice and Case Management Procedures* [ECF No. 61], and the Court’s Chambers’ Rules (available at <https://www.nysb.uscourts.gov/content/judge-sean-h-lane>), to the extent applicable.

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

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

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

Dated: October 2, 2025
New York, New York

DEBEVOISE & PLIMPTON LLP

/s/ Jasmine Ball

Jasmine Ball
Elie J. Worenklein
66 Hudson Boulevard East
New York, NY 10001
Tel.: (212) 909-6000

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

In re:

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

Debtors.¹**

Chapter 11

Case No. 25-11897 (SHL)

Jointly Administered

**APPLICATION OF THE DEBTORS FOR AUTHORITY TO
EMPLOY AND RETAIN DEBEVOISE & PLIMPTON LLP AS
FLEET COUNSEL *NUNC PRO TUNC* TO THE PETITION DATE**

Spirit Aviation Holdings, Inc. and its direct and indirect subsidiaries (collectively, the “**Debtors**,” the “**Company**,” or “**Spirit**”)², each of which is a debtor and debtor in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), hereby submit this *Application of the Debtors for Authority to Employ and Retain Debevoise & Plimpton LLP as Fleet Counsel Nunc Pro Tunc to the Petition Date* (this “**Application**”). This Application is supported by the (a) *Declaration of Jasmine Ball in Support of the Application of the Debtors for Authority To Employ and Retain Debevoise & Plimpton LLP as Fleet Counsel Nunc Pro Tunc to the Petition*

¹ 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 Capitalized terms used but not immediately or otherwise defined herein shall have the meanings ascribed to them elsewhere herein or in the *Declaration of Fred Cromer in Support of the Chapter 11 Proceedings and First Day Pleadings* [ECF No. 19] (the “**First Day Declaration**”), as applicable.

Date (the “**Ball Declaration**”) and (b) *Declaration of Fred Cromer in Support of the Application of the Debtors for Authority To Employ and Retain Debevoise & Plimpton LLP as Fleet Counsel Nunc Pro Tunc to the Petition Date* (the “**Cromer Declaration**”), attached hereto as **Exhibit B** and **Exhibit C**, respectively, and incorporated herein by reference. In further support of this Application, the Debtors respectfully state as follows:

Relief Requested

1. By this Application, and pursuant to section 327(e) of title 11 of the United States Code (the “**Bankruptcy Code**”), rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and rules 2014-1 and 2016-1 of the Local Bankruptcy Rules 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 Debtors to employ and retain Debevoise & Plimpton LLP (“**Debevoise**”) as their fleet counsel *nunc pro tunc* to the Petition Date (as defined below) during the Chapter 11 Cases. The Debtors request that the Court (as defined below) approve the employment and retention of Debevoise under the terms and conditions set forth in this Application, as more fully described in the Ball Declaration and the Cromer Declaration.

Jurisdiction and Venue

2. 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.).

3. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court in connection with this Application. Venue of the Chapter 11 Cases and related proceedings is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

4. 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].

5. 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].

6. 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 *Declaration of Fred Cromer in Support of the Chapter 11 Proceedings and First Day Pleadings* [ECF No. 19] (the “**First Day Declaration**”).

The Retention of Debevoise is Warranted

I. Debevoise’s Qualifications

7. The Debtors have selected Debevoise to serve as fleet counsel due to Debevoise’s (a) extensive experience and expertise with respect to aircraft financing and leasing issues, (b) extensive experience in bankruptcy and restructuring, including, in particular, with respect to aviation matters, and (c) familiarity with, and general knowledge regarding, the Debtors and their business, operations, and debt and financing structure as a result of Debevoise’s prepetition services to the Debtors since 2014.

8. Debevoise and the attorneys engaged in this representation have been actively involved in many large and complex aviation-related chapter 11 cases representing debtors and

other major parties in interest, including, among others, *In re Spirit Airlines, Inc.*, No. 24-11988 (SHL) (Bankr. S.D.N.Y. December 18, 2024) [ECF No. 258]; *In re Philippine Airlines, Inc.*, No. 21-11569 (SCC) (Bankr. S.D.N.Y. Oct. 26, 2021) [ECF No. 209]; *In re CHC Grp. Ltd.*, No. 16-31854 (BJH) (Bankr. Tex. N.D. July 14, 2016) [ECF No. 644]; *In re AMR Corp.*, No. 11-15463 (SHL) (Bankr. S.D.N.Y. Mar. 2, 2012) [ECF No. 1559]; and *In re Delta Airlines Inc.*, 05-17923 (CGM) (Bankr. S.D.N.Y. Oct. 18, 2005) [ECF No. 783].³

9. Debevoise and the attorneys engaged in this representation have also been involved in many other large and complex chapter 11 cases representing debtors and other major parties in interest including, among others, *In re CCA Construction, Inc.*, No. 24-22548 (CMG) (Bankr. D.N.J. Feb. 7, 2025) [ECF No. 135]; *In re AIG Financial Products, Corp.*, No. 22-11309 (MFW) (Bankr. Jan. 30, 2023) [ECF No. 123]; *In re High Ridge Brands Co.*, No. 19-12689 (BLS) (Bankr. D. Del. Jan. 15, 2020) [ECF No. 116]; *In re David's Bridal, Inc.*, No. 18-12636 (LSS) (Bankr. D. Del. Dec. 18, 2018) [ECF No. 218]; *In re La Paloma Generating Co, LLC*, No. 16-12700 (CSS) (Bankr. D. Del. July 20, 2017) [ECF No. 502]; and *In re Altegrity, Inc.*, No. 15-10226 (LSS) (Bankr. D. Del. Mar. 16, 2015) [ECF No. 201].

10. Debevoise has served as counsel to the Debtors since 2014, including with respect to various aircraft financing matters as well as Spirit's prior 2024 chapter 11 case. Debevoise has since 2014 represented the Debtors in all of their aircraft-secured debt transactions, including mortgages and enhanced equipment trust certificates. Debevoise has also represented the Debtors in connection with several aircraft purchases, sales, and leases. Debevoise has also advised the Debtors in connection with several debt and equity securities offerings and in connection with their revolving credit facility. Finally, Debevoise has represented the Debtors in a wide array of

³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Application. Copies of these orders are available upon request of the Debtors' proposed counsel.

corporate, securities, merger & acquisitions, tax, employee benefits, litigation, and other transactional matters. As a result of its efforts over the past years, Debevoise is intimately familiar with the complex legal issues that have arisen and are likely to arise in connection with the Debtors' aircraft financing and leasing matters.

11. The Debtors submit that both the interruption and the duplicative cost involved in obtaining substitute counsel to replace Debevoise at this juncture would be extremely harmful to the Debtors and their estates, in light of its unique role. Were the Debtors required to retain counsel other than Debevoise in connection with the Fleet Counsel Matters (defined below), the Debtors, their estates, and all parties in interest would be prejudiced by the time and expense necessary to replicate Debevoise's familiarity with the intricacies of the Debtors' aircraft financing and leasing arrangements.

12. As such, the Debtors believe that Debevoise is well qualified and uniquely able to provide the specialized legal advice sought by the Debtors on a going-forward basis in connection with the Fleet Counsel Matters, and the retention of Debevoise is in the best interest of the Debtors and their estates.

II. Scope of Services to Be Provided

13. Subject to further order of the Court, and consistent with the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* (the "**U.S. Trustee Guidelines**"), the Debtors request the employment and retention of Debevoise as fleet counsel to render legal services with respect to issues that may arise during the Chapter 11 Cases related to: (a) aircraft, aircraft financing and lease arrangements, (b) tax and other issues with respect to such financing and lease arrangements, (c) negotiations relating to the aircraft, aircraft financing and lease arrangements, (d) issues under sections 362, 363, 364, 365 and 1110 of the Bankruptcy Code relating to the

treatment of aircraft, aircraft financing and lease arrangements, (e) issues relating to claims arising from Spirit's aircraft, (f) general corporate, securities and finance matters; (g) necessary applications, motions, complaints, answers, orders, reports and other pleadings and documents in connection with the foregoing, and (h) certain other matters in or related to the Chapter 11 Cases to the extent necessary and as requested by the Debtors, including, but not limited to, certain of the Debtors' vendor arrangements, and manufacturing and related agreements (collectively, the "**Fleet Counsel Matters**"). Such legal services shall be provided per the terms of the Debtors' July 15, 2024, engagement letter with Debevoise (the "**Engagement Letter**," attached hereto as **Exhibit 1** to the Proposed Order).

14. The Debtors are also seeking Court authority to employ and retain (i) Davis Polk & Wardwell LLP ("**Davis Polk**") as their restructuring counsel and (ii) Morris, Nichols, Arsht & Tunnell LLP ("**Morris Nichols**") as conflicts counsel, each in connection with the Chapter 11 Cases. It is intended that the services of Davis Polk and Morris Nichols shall complement and not duplicate the services to be rendered by Debevoise. Further, the Debtors, Debevoise, Davis Polk, and Morris Nichols are mindful of the need to avoid duplication of services and appropriate procedures will be implemented to ensure that there is no such duplication.

III. Professional Compensation

15. Debevoise intends to apply for (a) compensation for professional services rendered on an hourly basis and (b) reimbursement of expenses incurred in connection with the Chapter 11 Cases, in both cases subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any further procedures and orders of the Court. In addition, Debevoise will make reasonable efforts to comply with the U.S. Trustee Guidelines. The hourly rates and corresponding rate structure Debevoise will use in the Chapter 11 Cases is consistent with the hourly rates and corresponding rate structure that

Debevoise uses in other restructuring matters, as well as similar complex corporate, securities, and litigation matters, whether in court or otherwise, regardless of whether a fee application is required. These rates reflect that such restructuring and other complex matters typically are national in scope and involve great complexity, high stakes, and severe time pressures.

16. Debevoise has informed the Debtors that, subject to the Court's approval, it will bill at its standard hourly rates. These rates are as follows:

Billing Category	USD Rates
Partners	\$1,950 – 2,575
Counsel	\$1,700 – 2,125
Associates	\$890 – 1,635
Paraprofessionals	\$390 – 900

17. The following professionals are presently expected to have primary responsibility for providing services to the Debtors:

Timekeeper Name and Rank	USD Rate
Jasmine Ball (Partner, Restructuring)	\$2,575
Brian E. Liu (Partner, Finance)	\$2,450
Dmitry A. Karamyslov (Counsel, Finance)	\$1,800
Elie J. Worenklein (Counsel, Restructuring)	\$1,800
Emily MacKay (Associate, Restructuring)	\$1,620
Vitali Anfimov (Associate, Finance)	\$1,325
Benjamin Mishkin (Associate, Restructuring)	\$1,130
Junho Park (Case Manager)	\$580

18. In addition, from time to time in the ordinary course, other Debevoise professionals and paraprofessionals will provide services to the Debtors.

19. Debevoise's hourly rates are set at a level designed to fairly compensate Debevoise for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. The Debtors believe that these rates are consistent with market rates for comparable services and are informed that

Debevoise periodically changes these rates in the ordinary course of business.⁴ As set forth in the Proposed Order, Debevoise will provide 10-days' notice to the Debtors, the U.S. Trustee, and any official committee before implementing any such adjustments, and shall file such notice with the Court, and the Debtors have been advised by Debevoise that, pursuant to ABA Formal Ethics Opinion 11-458, "the client need not agree to pay the modified fee to have the lawyer continue the representation." ABA Comm. on Ethics & Prof'l Responsibility, Formal Op. 458 (2011). To the extent Debevoise seeks to make any such adjustment to its rate structure, the Debtors expressly reserve the right to reject any such modification to the extent the Debtors deems it unreasonable. Prior to the Petition Date, Debevoise provided services to the Debtors at its standard hourly rates in effect from time to time, which were subject to periodic increase as a result of ordinary course rate adjustments described above.

20. It is Debevoise's policy to charge its clients in all areas of practice for certain expenses incurred in connection with a client's case. The expenses charged to clients include, among other things, photocopying, witness fees, travel expenses, filing and recording fees, postage, express mail and messenger charges, computerized legal research charges and other computer services, expenses for "working meals," and fax charges.

21. Debevoise currently holds \$85,065.88 of funds received from the Debtors as an advanced payment retainer. The foregoing retainer payment constitutes an "advance payment retainer" as defined in Opinion 816 of the New York State Bar Association Committee on Professional Ethics and *Entegra Power Group, LLC v. Dewey & Leboeuf LLP (In re Dewey &*

⁴ For example, like many of its peer law firms, Debevoise typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney's and paraprofessional's current level of seniority. The step increases do not constitute "rate increases" (as the term is used in the U.S. Trustee Guidelines).

Leboeuf LLP), 493 B.R. 421, 430 (Bankr. S.D.N.Y. 2013). As such, Debevoise earned the advanced payment retainer upon receipt, and, consequently, Debevoise placed the amount into its general cash account.

22. No promises have been received by Debevoise or by any partner, counsel, or associate thereof as to compensation in connection with the Chapter 11 Cases other than in accordance with the provisions of the Bankruptcy Code. Moreover, as set forth in the Ball Declaration pursuant to Bankruptcy Rule 2016(b), Debevoise has not shared nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates, and contract attorneys associated with Debevoise, or (b) any compensation another person or party has received or may receive. As of the Petition Date, the Debtors did not owe Debevoise any amounts for legal services rendered before the Petition Date.⁵

IV. No Adverse Interest

23. The Debtors have reviewed the Ball Declaration and, to the best of the Debtors' knowledge, information, and belief and based on the Ball Declaration, (a) Debevoise does not represent or hold any interest adverse to the Debtors or their estates with respect to the Fleet Counsel Matters, and (b) Debevoise has no connection to the Debtors, their creditors or their related parties except as may be disclosed in the Ball Declaration.

24. Debevoise has informed the Debtors that Debevoise will periodically review its files during the pendency of the Chapter 11 Cases to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise,

⁵ Debevoise has not yet completed its final reconciliation of the prepetition fees and expenses applied against its retainer. Details regarding such final reconciliation will be included in Debevoise's first application for interim compensation.

Debevoise will use reasonable efforts to identify such further developments and will file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

25. For the reasons set forth above, the Debtors believe that Debevoise is well qualified to serve as their fleet counsel in the Chapter 11 Cases. The retention of Debevoise should be approved because it is necessary and in the best interest of the Debtors and their estates.

Basis for Relief

26. The Debtors seek retention of Debevoise to serve as their fleet counsel pursuant to section 327(e) of the Bankruptcy Code, which provides that a debtor, subject to Court approval:

[M]ay employ, for a specified special purpose, other than to represent the [debtor] in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

11 U.S.C. § 327(e).

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

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

Fed. R. Bankr. P. 2014.

28. The Debtors submit that, for all the reasons stated above and in the Ball Declaration, the retention of Debevoise as fleet counsel to the Debtors in the Chapter 11 Cases is warranted and in the best interest of the Debtors' estates. Further, as stated in the Ball Declaration, as required by section 327(e) of the Bankruptcy Code, Debevoise does not represent or hold any interest adverse to the Debtors or their estates with respect to the Fleet Counsel Matters and has no

connection to the Debtors, their creditors, or their related parties except as may be disclosed in the Ball Declaration.

Nunc Pro Tunc Relief is Appropriate

29. Debevoise has agreed to serve as fleet counsel for the Debtors on and after the Petition Date with assurances that the Debtors would seek approval of its employment and retention *nunc pro tunc* to the Petition Date, so that Debevoise may be compensated for its pre-Application services. The Debtors believe that no party in interest would be prejudiced by the granting of the *nunc pro tunc* employment, as provided in this Application, because Debevoise has provided and continues to provide valuable services to the Debtors' estates during the interim period. The Local Rules empower courts in this district to approve *nunc pro tunc* employment, and the Debtors submit that such approval is justified here.

Notice

30. 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].

31. 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 the 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: Executive Vice President and
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.¹**

Chapter 11

Case No. 25-11897 (SHL)

Jointly Administered

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION
OF DEBEVOISE & PLIMPTON LLP AS FLEET COUNSEL FOR THE
DEBTORS EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the Application (the “**Application**”)² of Spirit Aviation Holdings, Inc. and its direct and indirect subsidiaries (collectively, the “**Debtors**”), each of which is a debtor and debtor in possession in the above-captioned chapter 11 cases (the “**Chapter 11 Cases**”), for entry of an order (this “**Order**”), pursuant to section 327(e) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016(b), and Local Rules 2014-1 and 2016-1, approving the employment and retention of Debevoise & Plimpton LLP (“**Debevoise**”) to serve as fleet counsel effective *nunc pro tunc* to the Petition Date, pursuant to the terms set forth in the Application and in the Ball Declaration; and the Court having reviewed and considered the Application, the Ball Declaration, and the Cromer Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *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(b); and the Court having found that it may enter a final order consistent with Article III of the United States

¹ 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 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

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 the 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 the Court having held a hearing, if necessary, to consider the relief requested in the Application on a final basis (the “**Hearing**”); and the Court being satisfied based on the representations made in the Application, the Ball Declaration, and the Cromer Declaration that (a) Debevoise does not represent or hold any interest adverse to the Debtors or their estates with respect to the Fleet Counsel Matters and (b) Debevoise has no connection to the Debtors, their creditors or their related parties except as may be disclosed in the Ball Declaration; 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 that:

1. The relief requested in the Application is granted and as set forth herein.
2. The Debtors are hereby authorized to employ and retain Debevoise to serve as their fleet counsel in accordance with the terms and conditions set forth in the engagement letter attached hereto as **Exhibit 1** (the “**Engagement Letter**”), effective *nunc pro tunc* to the Petition Date.
3. Debevoise is authorized to act as the Debtors’ fleet counsel to provide services to the extent necessary and as requested by the Debtors, with respect to issues that may arise during the Chapter 11 Cases related to (collectively, the “**Fleet Counsel Matters**”):

- (a) aircraft, aircraft financing and lease arrangements;
- (b) tax and other issues with respect to such financing and lease arrangements;
- (c) negotiations relating to the aircraft, aircraft financing and lease arrangements;
- (d) issues under sections 362, 363, 364, 365 and 1110 of the Bankruptcy Code relating to the treatment of aircraft, aircraft financing and lease arrangements;
- (e) issues relating to claims arising from Spirit's aircraft;
- (f) general corporate, securities and finance matters;
- (g) necessary applications, motions, complaints, answers, orders, reports and other pleadings and documents in connection with the foregoing; and
- (h) certain other matters in or related to the Chapter 11 Cases to the extent necessary and as requested by the Debtors, including, but not limited to, certain of the Debtors' vendor arrangements, manufacturing and related agreements.

4. Debevoise shall apply for compensation for its services related to the Fleet Counsel Matters and reimbursement for any reasonable and necessary expenses and disbursements in accordance with the rates (as may be adjusted from time to time) and disbursement policies as set forth in the Application and the Ball Declaration and in accordance with the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable order of the Court. Debevoise shall make a reasonable effort to comply with the U.S. Trustee's requests for information and additional disclosures set forth in the U.S. Trustee Guidelines in connection with the Application and any fee application(s) to be filed by Debevoise in the Chapter 11 Cases. All fees and expenses incurred by Debevoise and approved by the Court shall be treated as administrative expenses under section 503 of the Bankruptcy Code.

5. Debevoise shall apply any remaining amounts of its prepetition retainer as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to the first order of the Court granting fees and expenses to Debevoise. Debevoise is authorized without further order of the Court to reserve and apply amounts from the prepetition

retainer that would otherwise be applied toward payment of postpetition fees and expenses as are necessary and appropriate to compensate and reimburse Debevoise for fees or expenses incurred prior to the Petition Date consistent with its ordinary course billing practices.

6. Prior to any increases in Debevoise's rates set forth in the Application, Debevoise shall file a supplemental affidavit with the Court and provide 10-days' notice to the Debtors, the U.S. Trustee and any official 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 Debevoise's client has 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.

7. Notwithstanding anything to the contrary in the Application or Engagement Letter, to the extent that Debevoise seeks any termination of services, Debevoise shall seek further approval from the Court by an application that shall set forth the termination of services sought.

8. Notwithstanding anything to the contrary in the Application or the Engagement Letter, to the extent that Debevoise uses the services of independent contractors or employees of foreign affiliates (collectively, the "**Contractors**") in these cases, Debevoise (a) shall pass-through the cost of such Contractors to the Debtors at the same rate that it pays the Contractors; (b) shall seek reimbursement for actual out-of-pocket expenses only; and (c) shall ensure that the Contractors submit the same connections disclosures as required of professionals by Bankruptcy Rule 2014.

9. The relief granted herein shall be binding upon any chapter 11 trustee appointed in any of the Chapter 11 Cases or upon any chapter 7 trustee appointed in the event of a subsequent conversion of any of the Chapter 11 Cases to cases under chapter 7.

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

11. To the extent the Application, the Ball Declaration, the Cromer Declaration, or the Engagement Letter are inconsistent with this Order, the terms of this Order shall govern.

12. Any Bankruptcy Rule or Local Rule that might otherwise delay the effectiveness of this Order is hereby waived, and the terms and conditions of this Order shall be effective and enforceable immediately upon its entry.

13. Notwithstanding anything in the Engagement Letter to the contrary, the Court retains jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: _____, 2025
White Plains, New York

THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Engagement Letter



Debevoise & Plimpton LLP
66 Hudson Boulevard
New York, NY 10001
+1 212 909 6000

July 15, 2024

PRIVILEGED & CONFIDENTIAL
ATTORNEY WORK PRODUCT
ATTORNEY CLIENT COMMUNICATIONS

Thomas C. Canfield, Esq.
Senior Vice President, General Counsel & Secretary
Spirit Airlines, Inc.
1731 Radiant Drive
Dania Beach, FL 33004

Dear Thomas:

We are delighted that you have asked us to expand our scope of representation of the Company to include assisting with fleet financing analysis and strategy and with related initiatives with respect to the Company's fleet (the "Fleet Matters").

This is a supplement to our existing engagement letter (a copy of which is attached hereto for your convenience) (the "Original Engagement Letter"), and all capitalized terms not otherwise defined herein shall have the meanings set forth in the Original Engagement Letter which remains in place, subject to the supplements provided below.

I expect to lead work for the Company on the Fleet Matters, together with Brian Liu and Jasmine Ball.

Our current hourly rates for this matter, range from \$810 per hour for our newest associates to \$2,280 per hour for our most experienced partners. Rates for project assistants, legal assistants and other support personnel range from \$355 per hour to \$820 per hour. These rates are subject to adjustment by the firm from time to time.

A retainer in the amount of \$400,000 will be payable promptly in connection with our work, which is intended to be an "advance payment retainer," as

Thomas C. Canfield, Esq.

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July 15, 2024

defined in Opinion 816 of the New York State Bar Association Committee on Professional Ethics and Entegra Power Group. LLC v. Dewey & Leboeuf LLP (In re Dewey & Leboeuf LLP), 493 B.R. 421, 430 (Bankr. S.D.N.Y. 2013). Debevoise's estimate of expected fees and expenses may change based upon actual or expected fees and expenses incurred or expected to be incurred, as applicable. The Company agrees that Debevoise will apply the advance payment retainer to satisfy any outstanding fees as services are rendered and to expenses as they are incurred. Prior to Debevoise applying the advance payment retainer to satisfy any outstanding fees, the Company will be provided the opportunity to review the invoices.

The Company understands and agrees that any advance payment retainers are earned by Debevoise upon receipt; any advance payments retainers become property of Debevoise upon receipt; the Company no longer has any property interest in any advance payment retainers upon Debevoise's receipt; any advance payment retainers will be placed in Debevoise's general account and will not be held in a client trust, escrow or similar account; and the Company will not earn interest on any advance payment retainer. The Company and Debevoise agree that, at the conclusion of the engagement of Debevoise as outside counsel on all matters for the Company, if the aggregate amount of any advance payment retainers held by Debevoise exceeds the amount of Debevoise's final bill for fees, expenses and other disbursements, then Debevoise will refund the excess amount to the Company.

The Company further understands and agrees that the use of advance payment retainers is an integral condition of our engagement and is necessary to ensure that the Company continues to have access to our services; Debevoise is compensated for its representation of the Company; Debevoise is not a prepetition creditor in the event that the Company commences, or has commenced against it, a case under the U.S. Bankruptcy Code, 11 U.S.C. §§ 101, et seq.; and, in light of the foregoing, the provision of the advance payment retainers is in the Company's best interests. The provision of one or more advance payment retainers does not affect the Company's right to terminate this representation or the attorney-client relationship.

We look forward to continuing to work with you and your colleagues.

Very truly yours,



Paul D. Brusiloff

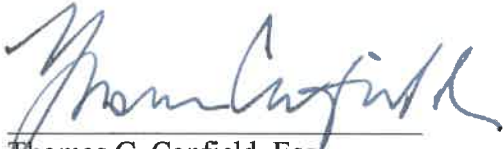
Thomas C. Canfield, Esq.

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July 15, 2024

ACCEPTED AND AGREED:

SPIRIT AIRLINES, INC.

A handwritten signature in blue ink, appearing to read "Thomas Canfield", written over a horizontal line.

Thomas C. Canfield, Esq.
Senior Vice President, General Counsel & Secretary

DEBEVOISE & PLIMPTON LLP

919 Third Avenue
New York, NY 10022
Tel 212 909 6000
Fax 212 909 6836
www.debevoise.com

PRIVILEGED & CONFIDENTIAL
ATTORNEY WORK PRODUCT
ATTORNEY-CLIENT COMMUNICATION

February 5, 2014

Thomas C. Canfield, Esq.
Senior Vice President, General Counsel & Secretary
Spirit Airlines, Inc.
2800 Executive Way
Miramar, FL 33025

Dear Mr. Canfield:

We are delighted that you have asked Debevoise & Plimpton LLP to act as counsel to Spirit Airlines, Inc. (the "Company"). This will confirm the terms of our engagement and our billing arrangements for our work for the Company.

1. Scope of Engagement

The Company has engaged us to represent it in connection with financing transactions (via capital markets offerings or otherwise) and with general matters of law as you or your colleagues may request from time to time, including without limitation, on matters relating to securities law and corporate governance and mergers and acquisitions or other strategic initiatives.

2. Staffing

We staff matters with the goal of providing legal services of the highest quality on the most cost-effective basis possible. In the interest of efficiency, we will draw upon the talents and experience of lawyers throughout our firm. In close consultation with John Curry, I expect to lead work for the Company, together with Greg Gooding and Matt Kaplan.

3. Billing Policies and Procedures

Our fees for our other services will be based upon our customary hourly rates for matters of this kind. As an investment in what we hope will become a long-standing engagement as outside counsel to Spirit, we propose to provide a credit of up to ~~\$100,000~~ to be applied to our conduct of initial "negative assurance" diligence in connection with the first capital markets transaction for which we are engaged.

Our current hourly rates for this matter range from \$445 per hour for our newest associates to \$1,190 per hour for our most experienced partners. Rates for project

PDB,
3/30/14

two

PDB,
3/30/14
\$200,000

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Thomas C. Canfield, Esq.

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February 5, 2014

assistants, legal assistants and other support personnel range from \$175 per hour to \$360 per hour. These rates are subject to adjustment by the firm from time to time.

We seek to manage projects so that lawyers with experience relating to a particular project can bring that experience to bear, and so that each task is performed as cost-effectively as possible by a lawyer who is appropriate for the task. I will be happy to discuss project management and staffing matters with you at any time.

The firm will also bill the Company for disbursements and other charges that we incur on its behalf. These disbursements and charges may include, among others, filing fees and fees and expenses related to court reporters, transcripts, expert witnesses, document retrieval services, travel, postage and express deliveries, and local and other counsel (where appropriate); and charges for long distance telephone, teleconferencing, telecopier, messenger services, document preparation (including word processing and duplicating), computer use, WestlawTM, LEXISTM and other database services, and certain overtime and administrative expenses. If an out-of-pocket expense is significant, we may ask the Company to pay the provider directly upon receipt of the applicable invoice.

In accordance with our standard billing practice, we expect to bill the Company on a monthly basis. In our experience, clients find monthly billing to be helpful in monitoring the nature and amount of services. We expect that the Company will pay the amounts shown as due on these statements promptly upon their receipt.

In addition to keeping you informed currently through monthly billing, we would seek to consult you in advance before undertaking any major new task in our representation of the Company, and to keep you informed where our fees, disbursements and other charges stand on an ongoing basis, if you so request.

4. Conflicts

At present, we are not aware of any conflicts of interest in undertaking this representation. However, as the Company is aware, our firm represents many other companies and individuals. It is possible that during the time we are representing the Company, some of our present or future clients will have disputes or transactions with or involving the Company or its affiliates. In light of the foregoing, we wish to clarify, and confirm the Company's agreement, that our representation of the Company will not prevent us from representing existing or new clients that may have interests adverse to the Company or its affiliates, so long as the matter for the other client is neither substantially related to our work for the Company nor a litigation against the Company.

Our firm has an active bankruptcy practice. We may from time to time be retained by other clients to represent their interests in bankruptcy cases or out-of-court restructurings in which the Company or one of its affiliates is or may be a party with interests adverse to these other clients. The Company agrees that our representation of

Thomas C. Canfield, Esq.

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February 5, 2014

the Company in the matters described in this letter will not, in and of itself, disqualify us from representing other clients in such bankruptcies or restructurings so long as we do not represent such other clients in any litigation in which the Company is named as a party adverse to such other clients.

I encourage you to consult with other counsel regarding the foregoing waivers so that you can fully consider the possible implications of our representation on the basis described in this letter. By consenting to the arrangements described in this letter, the Company will be waiving any conflict of interest that might arise in the situations described above and agreeing not to seek to disqualify us or to assert a conflict in those engagements.

We agree that the Company's consent to and waiver of conflicting representations in the preceding paragraphs do not permit us, without the Company's prior consent, to disclose to another client confidential information of a nonpublic nature about the Company obtained in the course of our representation of the Company that could be used in the other matter by the other client to the detriment of the Company.

5. Disposition of Files

Once our engagement in this matter ends, the Company may direct us to return, retain or discard some or all of the documents pertaining to the engagement. If we send the Company written notice advising the Company that this engagement has concluded and the Company does not respond within 60 days, the Company understands and agrees that any materials left with us may thereafter be retained or destroyed at our discretion. Notwithstanding the foregoing, and unless the Company instructs us otherwise, we will return and/or preserve any documents we believe the Company will need to retain to enforce its rights or to bring or defend claims. The Company should understand that "materials" include paper files, as well as information stored in other forms, including email, audio and video recordings and file materials in other formats. We reserve the right to make, at our expense, copies of all documents generated or received by us in the course of our representation. If the Company requests copies of documents from us, copies that we generate will be made at the Company's expense. We will maintain the confidentiality of all documents throughout this process.

Our own files pertaining to this matter will be retained by the firm (as opposed to being sent to the Company) or destroyed. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and accounting records. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any documents or other materials retained by us within a reasonable time after the termination of this engagement.

Thomas C. Canfield, Esq.

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February 5, 2014

6. Governing Law; Dispute Resolution

This letter and any matters relating to or arising directly or indirectly out of our relationship with the Company shall be governed by and construed in accordance with the laws of the State of New York.

If a dispute arises as to the amount of the fee being charged, the Company may have the right to seek arbitration or mediation of the fee dispute under a procedure established in New York State for resolution of certain fee disputes pursuant to Part 137 of the Chief Administrator Rules. We will provide you with the necessary information regarding such processes in the event of a dispute, or at any time upon request.

Except to the extent otherwise required by such Chief Administrator Rules, any dispute or claim arising out of or in any way relating to our representation of the Company (including, without limitation, any claim of malpractice, breach of contract or relating to fees or charges for the representation) shall be finally settled by arbitration, and judgment upon the award may be entered by any court having jurisdiction thereof or having jurisdiction over the relevant party or its assets. The arbitration shall be conducted in accordance with the International Institute for Conflict Prevention and Resolution ("CPR") Rules for Non-Administered Arbitration in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of our firm and the Company (collectively, the "parties"). The seat of the arbitration shall be New York, New York and it shall be conducted in the English language. The arbitration shall be conducted by one arbitrator, and the parties agree to seek to reach agreement on the identity of the sole arbitrator within 30 days after the initiation of the arbitration. If the parties are unable to reach agreement on the sole arbitrator, then the appointment of the sole arbitrator shall be made by CPR. The parties agree that the arbitration shall be kept confidential and that the existence of the proceeding and any element of it shall not be disclosed beyond the tribunal, the parties and their counsel, and any person necessary to the conduct of the proceeding. The confidentiality obligations shall not apply if disclosure is required by law or in judicial or administrative proceedings, or as far as disclosure is necessary to enforce the rights arising out of the award. This agreement to arbitrate shall constitute an irrevocable waiver of each party's right to a trial by jury, discovery that would customarily be available in a judicial proceeding, and appeal, but the arbitrator shall have the power to grant any remedy for money damages or equitable relief that would be available to such party in a dispute before a court of law in New York.

* * *

Above all, our relationship with the Company must be based on trust, confidence and clear understanding. If you have any questions about this letter or about any aspect of the work that the firm, or any of the firm's lawyers, is performing for the Company, please call me directly to discuss the matter. We encourage you to inquire about any

Thomas C. Canfield, Esq.

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February 5, 2014

matter concerning the attorney-client relationship that is in any way unclear or unsatisfactory. The Company may, of course, terminate our representation at any time for any reason. Subject to ethical obligations, we reserve the right to withdraw from an engagement if our statements are not being paid in a timely manner or if for any other reason the lawyer-client relationship is not proceeding in a satisfactory manner.

Any work that we perform for the Company will be based on the understandings set forth in this letter, so please let me know immediately if this letter does not correctly set forth our agreement. Please also confirm such agreement by countersigning a copy of this letter in the space provided below and returning such countersigned copy to me.

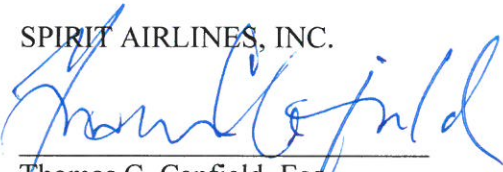
We invite you to consult with us at any time and on any topic. We look forward to working with you and your colleagues.

Very truly yours,

Paul D. Brusiloff

ACCEPTED AND AGREED:

SPIRIT AIRLINES, INC.



Thomas C. Canfield, Esq.

Senior Vice President, General Counsel & Secretary

EXHIBIT B

Declaration of Jasmine Ball

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

In re:

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

Debtors.¹**

Chapter 11

Case No. 25-11897 (SHL)

Jointly Administered

**DECLARATION OF JASMINE BALL IN SUPPORT OF
THE APPLICATION OF THE DEBTORS FOR AUTHORITY
TO EMPLOY AND RETAIN DEBEVOISE & PLIMPTON LLP AS
FLEET COUNSEL EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

I, Jasmine Ball, being duly sworn, state the following under penalty of perjury:

1. I am a partner in the law firm of Debevoise & Plimpton LLP (“**Debevoise**”), with an office at 66 Hudson Boulevard, New York, New York 10001. I am a member in good standing of the Bar of the State of New York, and I am admitted to practice before the United States District Court for the Southern District of New York. In addition, there are no disciplinary proceedings pending against me.

2. I submit this Declaration in support of the application (the “**Application**”) ² of the above-captioned debtors (the “**Debtors**”) for an order pursuant to sections 327(e) and 330 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “**Bankruptcy Code**”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”) authorizing the Debtors to employ and retain Debevoise as fleet counsel for

¹ 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 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

the Debtors in connection with the Debtors' Chapter 11 Cases. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

Debevoise's Qualifications

3. Debevoise is pleased to have been selected by the Debtors to serve as fleet counsel during the Chapter 11 Cases. My understanding is that the selection was made because of the firm's extensive experience and knowledge both in aircraft finance and restructuring as well as its extensive experience and knowledge in corporate transactional work, litigation, capital markets, tax, and many other areas. Debevoise has extensive expertise, experience and knowledge practicing before bankruptcy courts. Additionally, Debevoise has represented the Debtors since 2014 and over the course of this representation has developed a unique knowledge of the Debtors' business and aviation finance matters.

4. Debevoise and the attorneys engaged in this representation have been actively involved in many large and complex aviation-related chapter 11 cases representing debtors and other major parties in interest, including, among others, *In re Spirit Airlines, Inc.*, No. 24-11988 (SHL) (Bankr. S.D.N.Y. December 18, 2024) [ECF No. 258]; *In re Philippine Airlines, Inc.*, No. 21-11569 (SCC) (Bankr. S.D.N.Y. Oct. 26, 2021) [ECF No. 209]; *In re CHC Grp. Ltd.*, No. 16-31854 (BJH) (Bankr. Tex. N.D. July 14, 2016) [ECF No. 644]; *In re AMR Corp.*, No. 11-15463 (SHL) (Bankr. S.D.N.Y. Mar. 2, 2012) [ECF No. 1559]; and *In re Delta Airlines Inc.*, 05-17923 (CGM) (Bankr. S.D.N.Y. Oct. 18, 2005) [ECF No. 783].³ Beyond the aviation industry, Debevoise and the attorneys engaged in this representation have also been involved in many other large and complex chapter 11 cases representing debtors and other major parties in interest including, among others, *In re CCA Construction, Inc.*, No. 24-22548 (CMG) (Bankr. D.N.J. Feb. 7, 2025) [ECF

³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to this Application. Copies of these orders are available upon request of the Debtors' proposed counsel.

No. 135]; *In re AIG Financial Products, Corp.*, No. 22-11309 (MFW) (Bankr. Jan. 30, 2023) [ECF No. 123]; *In re High Ridge Brands Co.*, No. 19-12689 (BLS) (Bankr. D. Del. Jan. 15, 2020) [ECF No. 116]; *In re David's Bridal, Inc.*, No. 18-12636 (LSS) (Bankr. D. Del. Dec. 18, 2018) [ECF No. 218]; *In re La Paloma Generating Co, LLC*, No. 16-12700 (CSS) (Bankr. D. Del. July 20, 2017) [ECF No. 502]; and *In re Altegrity, Inc.*, No. 15-10226 (LSS) (Bankr. D. Del. Mar. 16, 2015) [ECF No. 201].

Debtors' Retention of Debevoise

5. The Debtors have filed the Application to retain Debevoise (subject to this Court's approval) as fleet counsel. Specifically, the Debtors seek authorization to retain Debevoise as fleet counsel to provide services to the extent necessary and as requested by the Debtors, with respect to issues that may arise during the Chapter 11 Cases related to the Debtors' aircraft, aircraft financing and lease arrangements, as set forth in the Application and herein.

6. Debevoise has represented Spirit since 2014 in a wide variety of matters, including aircraft financing matters. As a result of its efforts over the past years, Debevoise is intimately familiar with the complex legal issues that have arisen and are likely to arise in connection with the Debtors' aircraft financing and leasing matters.

7. The Debtors are also seeking Court authority to employ and retain (i) Davis Polk & Wardwell LLP ("**Davis Polk**") as their restructuring counsel and (ii) Morris, Nichols, Arsht & Tunnell LLP ("**Morris Nichols**") as conflicts counsel, each in connection with the Chapter 11 Cases. It is intended that the services of Davis Polk and Morris Nichols shall complement and not duplicate the services to be rendered by Debevoise. Further, the Debtors, Debevoise, Davis Polk, and Morris Nichols are mindful of the need to avoid duplication of services and appropriate procedures will be implemented to ensure that there is no such duplication.

Services to Be Provided

8. Subject to further order of the Court, consistent with the *Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 by Attorneys in Larger Chapter 11 Cases* (the “**U.S. Trustee Guidelines**”) and with the engagement letter attached hereto as **Exhibit 1** dated July 15, 2024 (the “**Engagement Letter**”), the Debtors request the employment and retention of Debevoise to act as the Debtors’ fleet counsel to provide services to the extent necessary and as requested by the Debtors, with respect to issues that may arise during the Chapter 11 Cases related to:

- (a) aircraft, aircraft financing and lease arrangements;
- (b) tax and other issues with respect to such financing and lease arrangements;
- (c) negotiations relating to the aircraft, aircraft financing and lease arrangements;
- (d) issues under sections 362, 363, 364, 365 and 1110 of the Bankruptcy Code relating to the treatment of aircraft, aircraft financing and lease arrangements;
- (e) issues relating to claims arising from Spirit’s aircraft;
- (f) general corporate, securities and finance matters;
- (g) necessary applications, motions, complaints, answers, orders, reports and other pleadings and documents in connection with the foregoing; and
- (h) certain other matters in or related to the Chapter 11 Cases to the extent necessary and as requested by the Debtors, including, but not limited to, certain of the Debtors’ vendor arrangements, and manufacturing and related agreements.

Compensation Received by Debevoise from the Debtors

9. Debevoise is currently holding \$85,065.88 of funds received from the Debtors as an advanced payment retainer. Pursuant to the terms of the Engagement Letter and applicable law, the advanced payment retainer payment was earned upon receipt. Moreover, pursuant to the Engagement Letter, the advanced payment retainer payment is property of Debevoise, and is not held in a separate account.

10. During the 90-day period prior to the Petition Date, the Debtors paid Debevoise the following amounts:

<u>Date of Invoice</u>	<u>Period of Service</u>	<u>Invoice Amount</u>	<u>Payment Date</u>	<u>Amount Paid</u>
May 20, 2025	April 1 – 30, 2025	\$378,004.83	June 3, 2025	\$378,004.83
June 27, 2025	May 1 – 31, 2025	\$86,227.64	July 1, 2025	\$86,227.64
July 16, 2025	June 1 – 30, 2025	\$167,949.85	July 24, 2025	\$167,949.85
August 13, 2025	July 1 – 31, 2025	\$786,521.20	August 20, 2025	\$786,521.20
August 27, 2025	August 1 – 27, 2025	\$152,450.95	August 28, 2025	\$152,450.95
August 28, 2025	August 28, 2025	\$164,934.12	August 29, 2025	\$250,000.00

11. As of the Petition Date, the Debtors did not owe Debevoise any amounts for legal services rendered before the Petition Date, although certain expenses and fees may have been incurred by Debevoise but not yet reconciled with Debevoise’s advanced payment retainer.⁴ Such amounts, if any, would be less than the balance of Debevoise’s advanced payment retainer as of the Petition Date.

Professional Compensation

12. Debevoise intends to apply for (a) compensation for professional services rendered on an hourly basis and (b) reimbursement of expenses incurred in connection with the Debtors’ Chapter 11 Cases, in both cases subject to the Court’s approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any further procedures and orders of the Court. In addition, Debevoise will make reasonable efforts to comply with the U.S. Trustee Guidelines.

⁴ Debevoise has not yet completed its final reconciliation of the prepetition fees and expenses applied against its retainers. Details regarding such final reconciliation will be included in Debevoise’s first application for interim compensation.

13. Debevoise has informed the Debtors that, subject to the Court’s approval, it will bill at its standard hourly rates which currently are:

Billing Category	USD Rates
Partners	\$1,950 – 2,575
Counsel	\$1,700 – 2,125
Associates	\$890 – 1,635
Paraprofessionals	\$390 – 900

14. The following professionals are presently expected to have primary responsibility for providing services to the Debtors:

Timekeeper Name and Rank	USD Rate
Jasmine Ball (Partner, Restructuring)	\$2,575
Brian E. Liu (Partner, Finance)	\$2,450
Dmitry A. Karamyslov (Counsel, Finance)	\$1,800
Elie J. Worenklein (Counsel, Restructuring)	\$1,800
Emily MacKay (Associate, Restructuring)	\$1,620
Vitali Anfimov (Associate, Finance)	\$1,325
Benjamin Mishkin (Associate, Restructuring)	\$1,130
Junho Park (Case Manager)	\$580

15. In addition, from time to time in the ordinary course, other Debevoise professionals and paraprofessionals will provide services to the Debtors.

16. Debevoise’s hourly rates are set at a level designed to fairly compensate Debevoise for the work of its attorneys and paraprofessionals and to cover fixed and routine expenses. Hourly rates vary with the experience and seniority of the individuals assigned. The Debtors believe that these rates are consistent with market rates for comparable services and are informed that Debevoise periodically changes these rates in the ordinary course of business.⁵ As set forth in the Proposed Order, Debevoise will provide 10-days’ notice to the Debtors, the U.S. Trustee, and any

⁵ For example, like many of its peer law firms, Debevoise typically increases the hourly billing rate of attorneys and paraprofessionals twice a year in the form of: (i) step increases historically awarded in the ordinary course on the basis of advancing seniority and promotion and (ii) periodic increases within each attorney’s and paraprofessional’s current level of seniority. The step increases do not constitute “rate increases” (as the term is used in the U.S. Trustee Guidelines).

official committee before implementing any such adjustments, and shall file such notice with the Court, and the Debtors have been advised by Debevoise that, pursuant to ABA Formal Ethics Opinion 11-458, “the client need not agree to pay the modified fee to have the lawyer continue the representation.” ABA Comm. on Ethics & Prof’l Responsibility, Formal Op. 458 (2011). To the extent Debevoise seeks to make any such adjustment to its rate structure, the Debtors expressly reserve the right to reject any such modification to the extent the Debtors deems it unreasonable. Prior to the Petition Date, Debevoise provided services to the Debtors at its standard hourly rates in effect from time to time, which were subject to periodic increase as a result of ordinary course rate adjustments described above.

17. It is Debevoise’s policy to charge its clients in all areas of practice for certain expenses incurred in connection with a client’s case. The expenses charged to clients include, among other things, photocopying, witness fees, travel expenses, filing and recording fees, postage, express mail and messenger charges, computerized legal research charges and other computer services, expenses for “working meals” and fax charges.

18. No promises have been received by Debevoise or by any partner, counsel or associate thereof as to compensation in connection with the Chapter 11 Cases other than in accordance with the provisions of the Bankruptcy Code. Debevoise further states that pursuant to Bankruptcy Rule 2016(b), it has not shared, nor agreed to share (a) any compensation it has received or may receive with another party or person, other than with the partners, associates and contract attorneys associated with Debevoise or (b) any compensation another person or party has received or may receive.

Debevoise’s Conflicts Check Procedures

19. In connection with its proposed retention by the Debtors in these Chapter 11 Cases, Debevoise undertook to determine whether it had any conflicts or other relationships that might

cause it not to be disinterested or to hold or represent an interest adverse to the Debtors. Debevoise's conflicts check system is designed to include every matter on which the firm is or at one time was retained, and in each instance, to include the identity of related and adverse parties. Debevoise regularly updates this system.⁶

20. In preparing this Declaration, I caused to be submitted for review by our conflicts check system the entities listed on **Schedule 1** hereto (collectively, the "**Conflict Check Parties**"). **Schedule 1** was created by the Debtors and FTI Consulting upon review of the Debtors' records. The information listed on **Schedule 1** may have changed without my knowledge and may change during the pendency of the Chapter 11 Cases. Accordingly, I will update this Declaration as necessary and when I become aware of material information.

21. These conflict searches generally date back seven years and are intentionally broad and inclusive when names are incomplete or ambiguous. Where appropriate, general and specific inquiries were made of Debevoise personnel to ensure that any previous representation did not engender conflict with Debevoise's retention as counsel to the Debtors. Further, beyond these general and specific inquiries, Debevoise circulates a firm-wide report of new matters on a daily basis. All Debevoise attorneys are responsible for reviewing the daily report of new matters in addition to conducting their own conflict searches and raising any potential concerns with respect to new representations.

⁶ The Debevoise conflicts check system is designed to be a single database that includes information from matters handled by its attorneys worldwide. Debevoise partners practicing in non-U.S. jurisdictions also may be partners in affiliated entities organized under local laws. There are no other equity owners of such other entities who are not partners of Debevoise, and such other entities are either engaged in the practice of law or are non-operating holding companies for entities engaged in the practice of law.

22. The following is a list of the categories that Debevoise has searched:

Category

Debtor Entities
Other Names used in the last 8 years
Directors and Officers
Significant Equity Holders
Bondholders
Bankruptcy Judges
Office of the United States Trustee
UCC Members
Banks/Lenders/UCC Lien Parties/Administrative Agents
Vendors
Contract Counterparties
Surety & Letters of Credit-Issuers
Other Significant Creditors
Bankruptcy Professionals – Retained
Ordinary Course Professionals
Litigation
Significant Competitors
Top 30 Creditors
Insurance

23. Based on the conflicts search conducted to date and described herein, to the best of my knowledge, neither I, Debevoise, nor any other attorney at Debevoise, insofar as I have been able to ascertain, has any connection with the Debtors, their creditors, or any other parties in interest, the U.S. Trustee, or any person employed in the office of the U.S. Trustee, except as disclosed or otherwise described herein.⁷

24. Out of an abundance of caution, **Schedule 2** attached hereto lists the parties in interest for whom Debevoise currently acts as counsel or acted as counsel during the last three years or for whose affiliates Debevoise currently acts as counsel or acted as counsel during the last three years.⁸ **Schedule 2** has been compiled with the assistance of my colleagues at Debevoise

⁷ Debevoise has reviewed most of the names on the parties in interest list, but its review is still ongoing. Debevoise will supplement its disclosures as needed once it completes its review.

⁸ Open matters with no reported activity during the last three years have been treated as “closed” for purposes of Schedule 2.

who have reviewed conflict records and, to the best of my knowledge, this Schedule is accurate and complete. Debevoise does not, and will not, represent any of the entities set forth on **Schedule 2** in matters related to this Chapter 11 Cases or adverse to the Debtors or their estates.

Debevoise's Connections with Parties in Interest in These Chapter 11 Cases

25. To the best of my knowledge, based on the review procedures described above, Debevoise does not have any “connection” to any parties in interest in these Chapter 11 Cases except as described in this Declaration. Neither the term “connection,” as used in Bankruptcy Rule 2014, nor the proper scope of a professional’s search for “connection”, has been defined. I am therefore uncertain what this Court may consider a “connection” requiring disclosure. Out of an abundance of caution, I am disclosing several representations or other relationships, which are not, to my understanding, disqualifying or problematic under either section 327(e) of the Bankruptcy Code or applicable standards of professional ethics.

26. Debevoise has previously, may currently, and may in the future work with certain of the Debtors’ professionals in connection with matters that are unrelated to the Debtors’ Chapter 11 Cases. Debevoise believes such work does not create an interest adverse to the Debtors or their estates.

27. Debevoise, its employees and certain Debevoise clients may be customers of Spirit in several contexts, all pursuant to arm’s-length transactions with billing arrangements and other terms that are, on information and belief, consistent with the Debtors’ ordinary-course business operations.

28. Furthermore, as indicated in **Schedule 2**, Debevoise has represented and currently represents other Conflict Check Parties, along with other entities or individuals that may have business relationships with the Debtors, in connection with matters that are unrelated to the Debtors or to these Chapter 11 Cases. To the best of my knowledge, Debevoise has not

represented, and will not represent, these entities or individuals, or any other parties in interest in these Chapter 11 Cases, in connection with any matters that would be adverse to the interests of the Debtors or their estates. Further, pursuant to section 327(e) of the Bankruptcy Code, Debevoise respectfully submits that none of the connections disclosed herein render Debevoise adverse to the Debtors with respect to the matters on which Debevoise is to be retained.

29. None of the Conflict Check Parties together with its affiliates accounted for more than 1% of Debevoise's revenues for the period of September 1, 2024 through September 1, 2025, except for Equilon Ent. d/b/a Shell Oil Products, D.E. Shaw & Co. LP, and Ernst & Young LLP which each represented between 1.0% and 1.5% of Debevoise's revenue during that time period when including such entities' affiliates. Accordingly, Debevoise believes that its representation of these three entities do not create an interest adverse to the Debtors with respect to the matters on which Debevoise is to be retained.

30. As noted on **Schedule 2**, Debevoise has represented and currently represents several competitors of the Debtors (including Alaska Airlines, Inc., American Airlines, Inc., Delta Air Lines, Inc., Hawaiian Airlines and JetBlue Airways Corporation) with respect to various matters concerning the leasing and financing of aircraft. These matters are unrelated to the Chapter 11 Cases. Debevoise will not appear in these Chapter 11 Cases on behalf of these entities. Debevoise believes that these representations do not create an interest adverse to the Debtors with respect to the matters on which Debevoise is to be retained.

31. Debevoise has previously, may currently and may in the future represent other clients in matters related to the leasing and financing of aircraft, aircraft equipment or airport facilities where the Debtors are not involved. Debevoise believes such work does not create an interest adverse to the Debtors with respect to the matters on which Debevoise is to be retained.

32. Debevoise's conflicts search of the Conflict Check Parties also revealed that certain of Debevoise's attorneys and paraprofessionals previously worked at other law firms that represented certain Conflict Check Parties. Based on the results of the search thus far, to the best of my knowledge, none have worked on matters relating to the Debtors' restructuring efforts or the Chapter 11 Cases.

33. I have caused to be circulated among all Debevoise attorneys, via electronic mail, an inquiry as to whether they currently hold any equity or debt securities of the Debtors or their affiliates, or owe any claims to the Debtors. Based on the response to this inquiry, I do not believe that any Debevoise attorney currently holds any equity or debt securities of the Debtors or their affiliates or owes any claims to the Debtors.⁹

34. I have caused to be circulated among all Debevoise attorneys, via electronic mail, an inquiry as to whether they have ever been employed by, or served as an officer or director, of the Debtors. Based on the response to this inquiry, I do not believe that any Debevoise attorney has ever been employed by, or served as an officer or director of, the Debtors.

35. I am not related to and, to the best of my knowledge, no other attorney at Debevoise is related to, any United States Bankruptcy Judge for the Southern District of New York, the U.S. Trustee for Region 2, nor any employee in the office of the U.S. Trustee for Region 2. The Honorable Michael E. Wiles, United States Bankruptcy Judge for the Southern District of New York, is a former Debevoise partner. Certain Debevoise attorneys, including me, continue to maintain social and professional connections with Judge Wiles unrelated to the Debtors' Chapter 11 Cases. Jung Eun Choi, an associate with the firm who is not a member of the team advising

⁹ Certain Debevoise attorneys may own mutual funds that may hold shares or debt securities of the Debtors, or may have an interest in a trust or other investment vehicle, whose investments they do not control, which trust or other investment vehicle may own such shares or securities.

the Debtors, served as a judicial intern with the Honorable Sean H. Lane from September 2014 through March 2015. In addition, certain attorneys at Debevoise previously served as a law clerk or judicial intern for Judge Glenn and Judge Morris. Out of an abundance of caution, I also note that certain Debevoise attorneys formerly worked at a law firm with the Honorable John P. Mastando III before he was appointed to the bench and worked together on matters unrelated to the Debtors' Chapter 11 Cases.

36. Several Debevoise attorneys have met or worked with employees in the Office of the U.S. Trustee for Region 2 in the contexts of Debevoise's roles in other bankruptcy cases or have otherwise met or appeared before certain bankruptcy judges in the Southern District of New York in connection with such bankruptcy cases, and as a result of such interactions have maintained ongoing professional relationships. Out of an abundance of caution, I note that one Debevoise attorney was a student of Andrea B. Schwartz in law school in the Fall of 2019.

37. From time to time, Debevoise has referred work to other professionals to be retained in the Chapter 11 Cases. Likewise, certain professionals may have referred work to Debevoise.

38. Certain insurance companies pay the legal bills of Debevoise clients. Some of these insurance companies may be involved in the Chapter 11 Cases. None of these insurance companies, however, are Debevoise clients as a result of the fact that they pay legal fees on behalf of Debevoise clients.

39. Debevoise will periodically review its files during the pendency of the Chapter 11 Cases to use its reasonable efforts to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, Debevoise will use reasonable efforts to identify such further developments and will file a supplemental declaration as soon as practicable.

40. Based on the conflicts search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) Debevoise does not represent or hold any interest adverse to the Debtors or their estates with respect to the Fleet Counsel Matters, and (b) Debevoise has no connection to the Debtors, their creditors, or other parties in interest, except as may be disclosed herein.

ATTORNEY STATEMENT PURSUANT TO U.S. TRUSTEE GUIDELINES

The following is provided in response to the request for additional information set forth in ¶ D.1. of the U.S. Trustee Guidelines.

Question: Did you agree to any variations from, or alternatives to, your standard or customary billing arrangements for this engagement?

Response: No.

Question: Do any of the professionals included in this engagement vary their rate based on the geographic location of the bankruptcy case?

Response: No. The hourly rates used by Debevoise in representing the Debtors are consistent with the rates Debevoise charges other comparable chapter 11 clients, regardless of the location of the chapter 11 case.

Question: If you represented the client in the 12 months prepetition, disclose your billing rates and material financial terms for the prepetition engagement, including any adjustments during the 12 months prepetition. If your billing rates and material financial terms have changed postpetition, explain the difference and the reasons for the difference.

Response: As disclosed above, Debevoise has represented the Debtors for more than 13 years prior to the Petition Date. During that time period, Debevoise charged its standard rates, subject to the customary annual rate increases applicable to all clients. The postpetition billing rates and the material financial terms of Debevoise's employment are consistent with those in place prior to the Petition Date.

Question: Has your client approved your prospective budget and staffing plan, and, if so, for what budget period?

Response: Given the events that led to the need for these filings with very little notice, a prospective budget and staffing plan is under discussion with the Debtors.

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 knowledge and belief.

Dated: October 2, 2025
New York, New York

/s/ Jasmine Ball
Jasmine Ball

SCHEDULE 1

Conflict Check Parties

SCHEDULE 1

Spirit Airlines, Inc: Conflict Check Parties

DEBTOR ENTITIES

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

OTHER NAMES USED IN LAST 8 YEARS

Spirit Airlines, Inc.

BANKRUPTCY PROFESSIONALS - RETAINED

Davis Polk & Wardwell LLP
Debevoise & Plimpton LLP
Epiq Bankruptcy Solutions, LLC
Ernst & Young LLP
FTI Consulting Inc.
Morris, Nichols, Arsht & Tunnell LLP
PJT Partners LP
Willkie Farr & Gallagher LLP

CURRENT DIRECTOR/OFFICER

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

FORMER DIRECTOR AND OFFICER

Barclay G. Jones III
Christine P. Richards
Dana Shapir Alviene
Dawn M. Zier
H. McIntyre Gardner
Mark B. Dunkerley
Myrna M. Soto
Richard F. Wallman
Robert D. Johnson
Scott M. Haralson
Ted Christie III

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

BANKRUPTCY JUDGES AND STAFF

Cecelia G. Morris
Christine Azzaro
David S. Jones
James L. Garrity Jr.
John P. Mastando III
Kalvin Guyer
Kyu Y. (Mike) Paek
Lisa G. Beckerman
Liza Ebanks

Martin Glenn
Michael E. Wiles
Phillip Bentley
Sean H. Lane
Sean Johannsen
Tessa Ptucha

U.S. TRUSTEE OFFICE

Alaba Ogunleye
Andrea B. Schwartz
Andy Velez-Rivera
Annie Wells
Christine H. Black
Daniel Rudewicz
Greg M. Zipes
Ilusion Rodriguez
James R. O'Malley
Joseph Nadkarni
Joseph W. Allen
Kathleen D. Schmitt
Linda A. Riffkin
Lisa M. Penpraze
Madeleine Vescovacci
Mark Bruh
Mary V. Moroney
Marylou Martin
Paul K. Schwartzberg
Rachael E. Siegel
Shara Cornell
Sylvester Sharp
Tara Tiantian
Valentina Vlasova
Victor Abriano

**Official Committee of Unsecured
Creditors**

AGI Ground Inc.
Association Of Flight Attendants-CWA,
AFL-CIO
Aviation Capital Group LLC
Jasiel Moreno
Lufthansa Technik Aktiengesellschaft
Perimeter International DbA Perimeter
Global Logistics ("Pgl")

Smbc Aviation Capital Ltd
Willkie Farr & Gallagher LLP

TOP 30 CREDITORS

Aerospace Turbine Svc & 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

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

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
Cyrus Capital Partners LP
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
Morgan Stanley & Co 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	Airline Support Services Of El Salvador, S.A. De C.V
Actionable Science Inc	Airline Tariff Publishing Company ("ATPCO")
Acts-Aviation Security, Inc.	Airline Tech Reps DbA Sts. Line Maintenance
Adara Media, Inc.	Airlines Clearing House, Inc.
Aercap Ireland Limited	Airplan
Aeris Holding Cr S.A.	Airport Terminal Services, Inc
Aero Industries Incorporated	Airsite S.A.S
Aero Mag 2000 Bos LLC	Airtran Airways, Inc.,
Aerocali S.A	Akron - Canton Airport
Aerodespachos De El Salvador, S.A.	Alaska Airlines
Aerojet De Costa Rica SA	Alave Soluciones Aéreas S.A. De C.V.
Aeronáutica Civil	Allegiant Air, LLC,
Aeronautical Radio, Inc.	Alliance Ground International Fka Airport Terminal Services, Inc.
Aeropuerto De Cancun, S.A De C.V.	Allied Aviation Fueling Company Of San Antonio Inc
Aeropuerto De Puerto Vallarta	Amadeus Global Travel Distribution S.A. ("Amadeus")
Aeropuerto De San Jose Del Cabo	Amadeus It Group, S.A
Aeropuerto Internacional Del Cibao	Amadeus Marketing S.A.
Aeropuertos De Oriente	American Airlines, Inc.
Aeropuertos Dominicanos Siglo Xxi (Aerodom)	American Express Travel Related Services, Inc.
Aeroservicios De Honduras, S.A	Amsafe, Inc.
Aerostar Airport Holdings, LLC - President/Ceo	APS Aviation Inc.
Aerostrat Corp.	Arag Insurance Company And/Or Arag Services, LLC
Aersale, Inc.	Arinc Incorporated A Part Of Collins Aerospace
Aetna Dental Inc.	Aeropuerto Internacional Reina Beatix
Afg Avenger Flight Group	Associated Energy Group, LLC
Agi Ground, Inc.	Association Of Flight Attendants-CWA, AFLCIO
Agn Aviation Services S.A. De C.V.	AT&T Ilec Service-Providing Affiliate
Ago Security C.R. SA	Atkinson And Mullen Travel II, LLC dba Apple Vacations
Agunsa Colombia	Atlantic Aviation Fbo, Inc.
Aig Travel, Inc.	Austin Fbo, LLC
Air BP Limited	Aveespress, S.A. De C.V.
Air Canada	Avenger Flight Group, LLC
Air Cost Control US, LLC	Avflight Akron Canton Corporation
Air Lease Corporation	Avflight Milwaukee Corporation
Air Services	Avflight Rochester Corporation
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	

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-Hall, S.A.
Columbus Regional Airport Authority
Comant Industries Inc., Db
Cobham
Aerospace Communications
Comision Ejecutiva Potuaria Autonom
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 Maintenance
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 DbA 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
Ermc 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.
Nyco 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 Maintenanc 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 Gbl, 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-Lndustries 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
Talentto, 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 Travel 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.

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 XI - 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
Chubb (1x)
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

**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_MSN5624)
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.

SIGNIFICANT COMPETITORS

Alaska Airlines
Allegiant Air
American Airlines
Delta Air Lines
Frontier Airlines
Hawaiian Airlines
SkyWest Airlines
Southwest Airlines Company
United Airlines, Inc.

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

ORDINARY COURSE PROFESSIONAL

Abogados Sierra Y Vazquez, Sc
Casillas, Santiago & Torres, LLC
Cbiz Mhm, LLC
Chico & Nunes, P.C.
Clark Hill P.L.C.
Cohen Ziffer Frenchman & McKenna LI
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
Hinshaw & Culbertson LLP
Jones Day
Jose Lloreda Camacho & Co. S.A
Kirstein & Young PLLC
Littler Mendelson
McAfee & Taft
Miller & Chevalier Chartered
Morell Cartegena Dapena
Morris James LLP
Myers Fletcher & Gordon
Nason Yeager
Nassar Abogados
O'Melveny & Myers LLP
Paul, Weiss, Rifkind, Wharton
Philippi, Prietocarrizosa, Ferrero DU & Uria
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
Walker Global

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
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 LLP
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 Del R.L.
Deloitte Rd, S.A.
DTC the Depository Trust Corporation
Eastern Aviation Fuels
Empire Office, Inc
Engine Lease Finance Corp
Epic Aviation LLC
Equilon Ent. DbA 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 DbA Advantage
FLLCrew Transport Abd Fil 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
Joshua M. Javits
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 DbA 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
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
Sfvi Aircraft Holdings US 1 LLC
Sfv Aircraft Holdings US 2 LLC
Shell Trading US Company
Sierra Latam
Skadden, Arps, Slate, Meagher & Flo
Sky High 132 Leasing Co /Icbc
Sky High 136 Leasing Company Limited
Sky Works Capital
SMBC Aviation Capital Ltd
Spinarn
Swissport Usa Inc
Ta Connections De & Il, LLC
Talent 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 2¹

Current and Former Clients

<u>Party in Interest</u>	<u>Relationship to Debtors</u>	<u>Relationship to Debevoise</u>
Ace American Insurance Company	Insurance Surety & Letters of Credit-Beneficiaries	Current client; Affiliate or subsidiary of current client
Aetna US Healthcare-Dental DMO	Vendors	Affiliate or subsidiary of current client
Airbus North America Customer Service	Vendors	Affiliate or subsidiary of current client
Aircastle Advisor LLC	Contract Counterparties	Affiliate or subsidiary of former client
Alaska Airlines	Contract Counterparties Significant Competitors	Current client
AllianceBernstein Holding LP	Banks/Lender/UCC Lien Parties/Administrative Agents	Current client; Affiliate or subsidiary of current client
Allianz SE	Banks/Lender/UCC Lien Parties/Administrative Agents	Current client; Affiliate or subsidiary of current client
Allstate Investments LLC	Banks/Lender/UCC Lien Parties/Administrative Agents	Affiliate or subsidiary of current client
Alvarez & Marsal North America LLC	Vendors	Affiliate or subsidiary of current client
American Airlines	Contract Counterparties Significant Competitors	Current client
American Express	Banks/Lender/UCC Lien Parties/Administrative Agents	Current client; Affiliate or subsidiary of current client
AQR Arbitrage LLC fka CNH Partners, LLC	Banks/Lender/UCC Lien Parties/Administrative Agents	Affiliate or subsidiary of current client
Automatic Data Processing (ADP)	Vendors	Current client
Barings LLC	Banks/Lender/UCC Lien Parties/Administrative Agents	Former client; Affiliate or subsidiary of current client
BlackRock	Banks/Lender/UCC Lien Parties/Administrative Agents Significant Equity Holders	Current client; Affiliate or subsidiary of current client

¹ Debevoise has reviewed most of the names on the parties in interest list, but its review is still ongoing. Debevoise will supplement its disclosures as needed once it completes its review

<u>Party in Interest</u>	<u>Relationship to Debtors</u>	<u>Relationship to Debevoise</u>
BNY Asset Management	Significant Equity Holders	Affiliate or subsidiary of current client
Bp Products North America, Inc.	Vendors	Affiliate or subsidiary of current client
Charles Schwab Bank	Vendors	Affiliate or subsidiary of current client
Cit Group/Equipment	Vendors	Affiliate or subsidiary of current client
Citibank NA	Banks/Lender/UCC Lien Parties/Administrative Agents	Affiliate or subsidiary of current client
Coforge, Inc.	Top 30 Creditor	Affiliate of current client
D.E. Shaw Valence Portfolios, L.L.C.	Bondholders	Current client
De Shaw & Co LP	Significant Equity Holders	Current client
Delta Air Lines	Significant Competitors Contract Counterparties	Current client
Deutsche Bank	Banks/Lender/UCC Lien Parties/Administrative Agents	Current client; Affiliate or subsidiary of current client
Equilon Ent. Dba Shell Oil	Vendors	Affiliate of client
Evercore Inc.	Vendors	Current client
Federal Express Corporation	Contract Counterparties	Former client
Freedom Specialty Insurance	Insurance	Affiliate of client
FMR LLC	Banks/Lender/UCC Lien Parties/Administrative Agents	Current client
Hawaiian Airlines	Significant Competitors	Current client
Honeywell International Sarl	Vendors	Representation of a related director or officer
JetBlue Airways Corporation	Contract Counterparties	Current client
JP Morgan Chase & Co	Banks/Lender/UCC Lien Parties/Administrative Agents	Current client; Affiliate or subsidiary of current client
Lazard Ltd	Banks/Lender/UCC Lien Parties/Administrative Agents	Current client
M&G PLC	Banks/Lender/UCC Lien Parties/Administrative Agents	Co-party of current client
Manulife Financial Corp	Banks/Lender/UCC Lien Parties/Administrative Agents	Current client

<u>Party in Interest</u>	<u>Relationship to Debtors</u>	<u>Relationship to Debevoise</u>
Microsoft Licensing, GP	Top 30 Creditors	Affiliate or subsidiary of current client
Millennium Management	Significant Equity Holders	Current client
Northern Trust Global Investments	Significant Equity Holders	Affiliate or subsidiary of current client
O'Melveny & Myers LLP	Order Course Professionals	Current client
Pbf Holding Company LLC	Contract Counterparties	Affiliate or subsidiary of current client
Perella Weinberg Partners	Ordinary Course Professionals	Current client
Pimco Luxembourg SA	Banks/Lender/UCC Lien Parties/Administrative Agents	Affiliate or subsidiary of current client
Royal Bank of Canada	Banks/Lender/UCC Lien Parties/Administrative Agents	Current client; Affiliate or subsidiary of current client
Scotiabank Bank	Banks/Lender/UCC Lien Parties/Administrative Agents	Current client
Smbc Aviation Capital, Ltd.	Vendors Contract Counterparties	Affiliate of current client
State Street Corp.	Banks/Lender/UCC Lien Parties/Administrative Agents	Current client
U.S. Bank	Top 30 Creditors Banks/Lender/UCC Lien Parties/Administrative Agents	Current client
UBS AG	Banks/Lender/UCC Lien Parties/Administrative Agents	Current client
UBS Asset Management (Americas) LLC	Bondholders	Affiliate or subsidiary of current client
Unum Life Insurance Company of America	Vendors Contract Counterparties	Current client
Vanguard Group Inc.	Significant Equity Holders	Current client
Victory Capital Management	Banks/Lender/UCC Lien Parties/Administrative Agents	Co-party of current client
Wells Fargo	Banks/Lender/UCC Lien Parties/Administrative Agents	Current client
Wilmington Trust National Association	Banks/Lender/UCC Lien Parties/Administrative Agents Bondholders	Affiliate or subsidiary of current client

EXHIBIT C

Declaration of Fred Cromer

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

In re:

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

Debtors.¹**

Chapter 11

Case No. 25-11897 (SHL)

Jointly Administered

**DECLARATION OF FRED CROMER IN SUPPORT OF
THE APPLICATION OF THE DEBTORS FOR AUTHORITY
TO EMPLOY AND RETAIN DEBEVOISE & PLIMPTON LLP AS
FLEET COUNSEL EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

I, Fred Cromer, am the Executive Vice President and Chief Financial Officer of the above-captioned debtors and debtors-in-possession (collectively, the “**Debtors**,” the “**Company**”, or “**Spirit**”), in support of the *Application of the Debtors for Authority to Employ and Retain Debevoise & Plimpton LLP as Fleet Counsel Nunc Pro Tunc to the Petition Date* (the “**Application**”),² and declare as follows:

1. I have been the Executive Vice President and Chief Financial Officer of Spirit since July 2024.
2. I submit this declaration (the “**Declaration**”) in connection with the Application wherein the Debtors seek entry of an order authorizing the employment and retention of Debevoise as their fleet counsel in the Chapter 11 Cases *nunc pro tunc* to the Petition Date.

¹ 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 Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.

The Debtors' Selection of Debevoise

3. It is my strong belief that it is critical to select advisors with the utmost care to maximize the likelihood of a successful restructuring, while at the same time focusing on costs to ensure that the Debtors' limited resources are being appropriately utilized.

4. I, as the Chief Financial Officer, along with certain other members of the Debtors' senior management, am responsible for retaining and supervising outside counsel. I am familiar with the markets for professionals both in and out of bankruptcy, and, in particular, Debevoise's extensive experience in bankruptcy and restructuring with respect to aviation matters.

5. Debevoise has served as counsel to the Debtors since 2014, including with respect to various aircraft financing matters and Spirit's prior chapter 11 case. Debevoise has, for example, since 2014 represented the Debtors in all of their aircraft-secured debt transactions, including mortgages and enhanced equipment trust certificates. Debevoise has also represented the Debtors in connection with several aircraft purchases, sales, and leases. Debevoise has also advised the Debtors in connection with several debt and equity securities offerings and in connection with their revolving credit facility. Finally, Debevoise has represented the Debtors in a wide array of corporate, securities, merger & acquisitions, tax, employee benefits, litigation, and other transactional matters. As a result of its efforts over the past years, Debevoise is intimately familiar with the complex legal issues that have arisen and are likely to arise in connection with the Debtors' aircraft financing and leasing matters.

6. The Debtors submit that both the interruption and the duplicative cost involved in obtaining substitute counsel to replace Debevoise at this juncture would be extremely harmful to the Debtors and their estates, in light of its unique role. Were the Debtors required to retain counsel other than Debevoise in connection with the Fleet Counsel Matters, the Debtors, their estates, and

all parties in interest would be prejudiced by the time and expense necessary to replicate Debevoise's familiarity with the intricacies of the Debtors' aircraft financing and leasing arrangements.

7. I believe, for this reason, as well as because of Debevoise's (a) extensive experience and expertise with respect to aircraft financing and leasing issues and (b) extensive experience in bankruptcy and restructuring, including, in particular, with respect to aviation matters, that Debevoise is both well-qualified and uniquely suited to represent the Debtors in the Chapter 11 Cases in an efficient and timely manner.

Rate Structure and Cost Supervision

8. In connection with the filing of the Chapter 11 Cases, the Debtors and Debevoise have agreed upon rates for this matter in accordance with the Engagement Letter. The Debtors believe that these rates are consistent with market rates for comparable services and are informed that Debevoise periodically changes these rates in the ordinary course of business.

9. The Debtors understand that it is their responsibility to track their professionals' billing practices to be sure that the fees and expenses the estates pay are fair and reasonable, and the Debtors will review the fee statements of Debevoise and of all of the Debtors' other professionals to ensure that continues to be the case.

10. Given the events that led to the need for these filings with very little notice, a prospective budget and staffing plan is under discussion with the Debtors.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: October 2, 2025
New York, New York

/s/ Fred Cromer

Name: Fred Cromer

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