

Proposed¹ Hearing Date and Time: December 8, 2025 at 2:00 p.m.²
Proposed Objection Deadline: December 3, 2025 at 4:00 p.m.

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Proposed Counsel to the Examiner

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

In re:

SPIRIT AVIATION HOLDINGS, INC., et al.,

Debtors.³

Chapter 11

Case No. 25-11897 (SHL)

Jointly Administered

**NOTICE OF HEARING ON EXAMINER'S APPLICATION FOR ENTRY
OF AN ORDER (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF
M3 ADVISORY PARTNERS, LP AS FINANCIAL ADVISOR TO THE EXAMINER
EFFECTIVE AS OF OCTOBER 29, 2025 AND (II) GRANTING RELATED RELIEF**

PLEASE TAKE NOTICE that, on November 26, 2025, Marc J. Heimowitz, as Court-appointed Examiner (the "Examiner") in the above-captioned cases (collectively, the "Chapter 11 Cases") filed the *Examiner's Application for Entry of an Order (I) Authorizing the Retention and Employment of M3 Advisory Partners, LP as Financial Advisor to the Examiner Effective as of October 29, 2025 and (II) Granting Related Relief* (the "Application").

PLEASE TAKE FURTHER NOTICE that a hearing (the "Hearing") has been scheduled for **December 8, 2025 at 2:00 p.m.**, before the Honorable Sean H. Lane, United States Bankruptcy

¹ The proposed hearing date and time, and objection deadline date and time, are subject to the Court's approval of a motion to shorten, filed contemporaneously herewith.

² All times herein are expressed in prevailing Eastern Time.

³ 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.

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 making a “live” or “listen only” appearance before the Court, are required to register their electronic appearance at <https://ecf.nysb.uscourts.gov/cgibin/nysbAppearances.pl> by **2:00 p.m. on December 7, 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 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 Examiner and the Notice Parties (as defined in the Application) so as to be received no later than **4:00 p.m. on December 3, 2025** (the “Objection Deadline”), in each case, in accordance with the Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, the Court’s *Order Implementing Certain Notice and Case Management Procedures* [Docket 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 Examiner 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 Chapter 11 Cases are available free of charge at <https://dm.epiq11.com/SpiritAirlines>.

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Dated: November 26, 2025
New York, New York

GLENN AGRE BERGMAN & FUENTES LLP

/s/ Andrew K. Glenn

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Proposed Counsel to the Examiner

**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

**EXAMINER'S APPLICATION FOR ENTRY OF AN ORDER
(I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF
M3 ADVISORY PARTNERS, LP AS FINANCIAL ADVISOR TO THE EXAMINER
EFFECTIVE AS OF OCTOBER 29, 2025 AND (II) GRANTING RELATED RELIEF**

Marc J. Heimowitz, as Court-appointed Examiner (the "Examiner") in the above-captioned cases (the "Chapter 11 Cases") hereby submits this application (the "Application") for entry of an order, substantially in the form attached hereto as Exhibit A (the "Proposed Order"), pursuant to Sections 327 and 330 of title 11 of the United States Code 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), Rules 2014 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

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District of New York (the “Local Rules”), authorizing the Examiner to employ and retain M3 Advisory Partners, LP (“M3”), as financial advisor effective as of October 29, 2025. In support of this Application, the Examiner relies upon the declaration of Marc J. Heimowitz (the “Heimowitz Declaration”), attached hereto as **Exhibit B**, and the declaration of Ryan Rowan (the “Rowan Declaration”), Managing Director at M3, attached hereto as **Exhibit C**, both incorporated herein by reference, and respectfully states as follows:

JURISDICTION, VENUE AND AUTHORITY

1. The United States Bankruptcy Court for the Southern District of New York (the “Court”) has jurisdiction to consider this matter 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.). Venue is proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). The Examiner confirms his consent to the entry of a final order by the Court in connection with this Application.

2. The predicates for the relief requested herein are Sections 327 and 330 of the Bankruptcy Code; Bankruptcy Rules 2014 and 2016; Local Rules 2014-1 and 2016-1; and the *Stipulation and Order Appointing an Examiner* [Docket No. 286] (the “Examiner Order”), as described below.

BACKGROUND

3. On August 29, 2025 (the “Petition Date”), each of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York. The Debtors are managing and operating 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) and Local Rule 1015-1.

4. On September 17, 2025, the United States Trustee for Region 2 (the “U.S. Trustee”) appointed an official committee of unsecured creditors in the Chapter 11 Cases (the “Committee”). No trustee has been appointed in the Chapter 11 Cases. *See* Docket No. 117.

5. On October 17, 2025, the Court entered the Examiner Order [Docket No. 286] directing the U.S. Trustee to appoint an examiner in these Chapter 11 Cases.

6. Pursuant to the Examiner Order, the Examiner shall investigate “the circumstances surrounding the bankruptcy refiling of [these Chapter 11 Cases] approximately five months after the effectiveness of the confirmed plan in *Spirit Airlines, LLC, et al.*, Case No. 24-11988.” Examiner Order ¶ 1.

7. The Examiner Order authorizes the Examiner to “retain counsel and other professionals, if he or she determines that such retention is necessary to discharge his or her duties, with such retention to be subject to Court approval under standards equivalent to those set forth in 11 U.S.C. § 327.” Examiner Order ¶ 4.

8. The Examiner Order further provides that “any professionals retained by the Examiner shall be compensated and reimbursed for their expenses pursuant to any procedures for interim compensation and reimbursement of expenses of professionals that are established in these cases. Compensation and reimbursement of the Examiner shall be determined pursuant to 11 U.S.C. § 330, and compensation and reimbursement of the Examiner’s professionals shall be determined pursuant to standards equivalent to those set forth in 11 U.S.C. § 330.” Examiner Order ¶ 5.

9. On October 28, 2025, the U.S. Trustee appointed Marc J. Heimowitz as the Examiner, and on October 29, 2025, the Court entered an order approving Mr. Heimowitz's appointment as the Examiner. *See* Docket Nos. 363, 381.

10. On October 29, 2025, the Examiner selected M3 as his proposed financial advisor.

RELIEF REQUESTED

11. By this Application, the Examiner seeks entry of an order, substantially in the form attached hereto as **Exhibit A**, pursuant to Sections 327 and 330 of the Bankruptcy Code, authorizing the Examiner to employ and retain M3 as financial advisor to the Examiner, effective as of October 29, 2025, to perform the advisory services necessary for the Examiner to discharge his duties. The Examiner requests that M3 be retained to perform the services described in this Application and on the terms set forth herein.

M3'S QUALIFICATIONS

12. M3's principals have provided restructuring advisory services in numerous engagements and have worked on hundreds of restructurings throughout their respective careers. M3 has provided advisory or interim management services (as Chief Restructuring Officer, Chief Transformation Officer or in other analogous roles) in a number of large and mid-size bankruptcy restructurings such as: *In re True Value Company, L.L.C., et al.*, Case No. 24-12337 (KBO) (Bankr. D. Del. 2024); *Zachry Holdings, Inc.*, No 24-90377 (MI) (Bankr. S.D. Tex. May 21, 2024) [Docket No. 443]; *In re Whittaker, Clark & Daniels, Inc.*, No. 23-13575 (MBK) (Bankr. D.N.J. Apr. 26, 2023) [Docket No. 229]; *In re Sorrento Therapeutics, Inc.*, No. 23-90085 (DRJ) (Bankr. S.D. Tex. Apr. 13, 2023) [Docket No. 227]; *In re PWM Property Management LLC*, No. 21-11445 (MFW) (Bankr. D. Del. Dec. 01, 2021) [Docket No. 186]; *Sable Permian Resources, LLC*, No. 20-33193 (MI) (Bankr. S.D. Tex. Jun. 25, 2020) [Docket No. 371]; *In re Sanchez Energy Corporation*, No.

19-34508 (MI) (Bankr. S.D. Tex. Dec. 9, 2019) [Docket No. 704]; *In re Barneys New York, Inc.*, No. 19-36300 (CMG) (Bankr. S.D.N.Y. Sept. 20, 2019) [Docket No. 274]; *In re Sears Holdings Corp.*, No. 18-23538 (RDD) (Bankr. S.D.N.Y. Nov. 19, 2018) [Docket No. 814]; *In re Real Industry, Inc.*, No. 17-12464 (KJC) (Bankr. D. Del. Jan. 17, 2018) [Docket No. 333]; *In re HNI Holdco, Inc.*, No. 10-29101 (EPK) (Bankr. S.D. Fla. Jul. 22, 2010) [Docket No. 192]; and *In re Capmark Fin. Grp., Inc.*, No. 09-13684 (CSS) (Bankr. D. Del. Dec. 14, 2009) [Docket No. 451].

13. Accordingly, M3 has the necessary capabilities and expertise to serve as financial advisor to the Examiner and deal effectively with many of the potential legal issues and difficulties that may arise in the context of the Chapter 11 Cases. Based on the foregoing, M3 is both well qualified and able to represent the Examiner in an efficient and timely manner.

SERVICES TO BE PROVIDED

14. The Examiner seeks the appointment of M3 to represent him in carrying out his duties and responsibilities under the Examiner Order and Section 1106 of the Bankruptcy Code. M3 has stated its willingness to serve as the Examiner's financial advisor in the Chapter 11 Cases.

15. The Examiner believes that M3's professional services are necessary to effectively execute his duties. The Examiner anticipates M3 will render the following financial advisory services, including, among others:

- a. assist the Examiner in the discharge of his responsibilities under the Examiner Order, other orders of the Court, and applicable law;
- b. evaluate and analyze any financial and valuation issues raised in connection with the Investigation;
- c. assist the Examiner with interviews, examinations, and the review of documents and other materials in connection with the Investigation;
- d. assist the Examiner with the preparation of reports and other documents necessary in the discharge of the Examiner's duties; and

- e. assist the Examiner in undertaking any additional tasks or duties that the Court may direct or that the Examiner may determine are necessary and appropriate in connection with the discharge of her duties.

PROFESSIONAL COMPENSATION

16. The Examiner understands and agrees that M3 intends to apply to the Court for payment of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, 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 Effective as of November 1, 2013* (the “Fee Guidelines”), and any orders and procedures that may be or have already been established by the Court.

17. M3’s current hourly billing rates, which are charged the same for both bankruptcy and non-bankruptcy clients, are as follows:

PROFESSIONAL	HOURLY RATE
Managing Partner	\$1,500
Senior Managing Director	\$1,390
Managing Director	\$1,220 to \$1,290
Senior Director	\$1,120
Director	\$995 to \$1,060
Vice President	\$840
Senior Associate	\$725
Associate	\$615
Analyst	\$500

18. M3 has informed the Examiner that its hourly rates may change from time to time in accordance with M3’s established billing practices and procedures to reflect economic and other conditions and, generally, are adjusted in January of each year. Moreover, the above-listed hourly billing rates (the “Hourly Rates”) to be charged by M3 for services to be rendered to the Examiner

shall be the same hourly billing rates as charged to its other clients. The Examiner is familiar with M3's experience and the market rates of similar financial advisors and believes that the Hourly Rates are set at a level designed to compensate M3 fairly for the work of its professionals and paraprofessionals and to cover fixed and routine expenses. The Hourly Rates vary with the experience and seniority of the individuals assigned. M3 will provide notice of any rate increases to the Examiner and the U.S. Trustee.

19. In addition, the Examiner has explicit understandings with M3 with respect to workflow, regular communication of interim hours worked, expected budget and compliance with a maximum budget, recognizing that, during the course of the Examiner's investigation, it is possible that there may be unforeseen issues that affect fees and costs that will be charged by M3 and any other professionals the Examiner retains.

20. In addition to the fees described above, M3 shall be reimbursed for all actual, reasonable and necessary expenses. Specifically, and consistent with M3's policy with respect to its other clients, M3 will charge the Examiner for reimbursement of costs, out-of-pocket expenses, and disbursements incurred in the rendition of services. These include but are not limited to: computerized research, travel, word processing, court reporter services, process service, and other costs, expenses, and disbursements. M3 will seek reimbursement only for the amounts actually charged to it and will not include any mark-up.

21. The Examiner respectfully submits that the retention of M3 on the terms and conditions set forth herein and in the Heimowitz Declaration and the Rowan Declaration is reasonable under the circumstances.

M3'S DISINTERESTEDNESS

22. To the best of the Examiner's knowledge, and except as otherwise set forth in the Rowan Declaration, M3 has no connection with any of the Debtors, their affiliates, their creditors, or any other party-in-interest, or their respective attorneys and accountants, except as may be set forth in the Rowan Declaration.

23. To the best of the Examiner's knowledge, the individual employees of M3 do not have any connection with, or any interest adverse to, the Debtors, their creditors, or any other party in interest, or their respective attorneys and accountants, except as set forth in the Rowan Declaration.

24. Based upon the Rowan Declaration, M3 is a "disinterested person" as that term is defined in Section 101(14) of the Bankruptcy Code. M3 has confirmed that it will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise, and that if any new relevant facts or relationships are discovered, M3 will supplement its disclosure to the Court accordingly.

INDEMNIFICATION

25. M3 requests that the Debtors indemnify, hold harmless and pay the reasonable out-of-pocket legal or other expenses of M3 or any of its affiliates, partners, officers, directors, shareholders, agents, employees or controlling persons (collectively, the "Indemnified Parties") under certain circumstances, as described more specifically in Exhibit D hereto (the "Indemnification Provisions").

26. Financial advisors seek indemnification for a variety of reasons. The performance of M3's responsibilities require the exercise of professional judgment regarding difficult business and financial issues, as to which many persons may have diverse financial interests. M3 intends

to rely on the accuracy and completeness of the financial information and other information to be provided by the Debtors and third parties. The Examiner notes that, in the event an Indemnified Party acts with gross negligence or willful misconduct, the estates will be entitled to recover amounts paid pursuant to the Indemnification Provisions.

27. The Examiner and M3 believe that the proposed Indemnification Provisions are customary and reasonable for financial advisory engagements, both out-of-court and in chapter 11 proceedings. Similar indemnification arrangements have been approved and implemented in other large chapter 11 cases, including in this district.

28. The proposed Indemnification Provisions are also consistent with the standards that normally govern trustees and committees in chapter 11 cases. *See Sherr v. Winkler*, 552 F.2d 1367, 1375 (10th Cir. 1977) (holding that a trustee is “(a) not liable, in any manner, for mistake in judgment where discretion is allowed, (b) liable personally only for acts determined to be willful and deliberate in violation of his duties and (c) liable, in his official capacity, for acts of negligence.”); *In re Chi. Pac. Corp.*, 773 F.2d 909, 915 (7th Cir. 1985) (bankruptcy trustee can be personally liable only “for a willful and deliberate violation of his fiduciary duties”); *Yadkin Valley Bank & Trust Co. v. McGee (In re Hutchinson)*, 5 F.3d 750, 752–53 (4th Cir. 1993) (collecting cases). Members of creditors’ committees are also protected from liability in the absence of gross negligence. *In re PWS Holding Corp.*, 228 F.3d 224, 246 (3d Cir. 2000). In fact, the Third Circuit has held that professionals employed by creditors’ committees similarly should be protected from liability in the absence of gross negligence. *Id.*

29. For these reasons, indemnification agreements are common market practice, both inside and outside of bankruptcy cases, and it is the standard practice for firms like M3 to obtain indemnities of the kind outlined above.

BASIS FOR RELIEF

30. The Examiner Order authorizes the Examiner to “retain counsel and other professionals, if he or she determines that such retention is necessary to discharge his or her duties, with such retention to be subject to Court approval under standards equivalent to those set forth in 11 U.S.C. § 327.” Examiner Order ¶ 4.

31. Section 327(a) of the Bankruptcy Code provides that a trustee “may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee’s duties under this title.” 11 U.S.C. § 327(a).

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

specific 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.

33. The Examiner submits that for all the reasons stated above and in the Heimowitz Declaration and the Rowan Declaration, the retention and employment of M3 as financial advisor to the Examiner is warranted and complies with the Examiner Order and the requirements of Section 327(a) of the Bankruptcy Code. As described in the Rowan Declaration, M3 does not represent any other entity in connection with the Chapter 11 Cases, is a “disinterested person” as that term is defined in Section 101(14) of the Bankruptcy Code, and does not represent or hold any interest adverse to the interests of the Debtors’ estates with respect to the matters for which it is to be employed, except as may be disclosed in the Rowan Declaration.

NOTICE

34. Notice of this Application will be provided in accordance with the procedures set forth in the *Order Implementing Certain Notice and Case Management Procedures* [Docket No. 61]. In light of the nature of the relief requested, the Examiner respectfully submits that no other or further notice is required or needed under the circumstances.

CONCLUSION

WHEREFORE, the Examiner respectfully requests entry of an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: November 26, 2025
New York, New York

Respectfully submitted,

/s/ Marc J. Heimowitz

Marc J. Heimowitz, as Examiner

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 (I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF
M3 ADVISORY PARTNERS, LP AS FINANCIAL ADVISOR TO THE EXAMINER
EFFECTIVE AS OF OCTOBER 29, 2025 AND (II) GRANTING RELATED RELIEF**

Upon consideration of the application (the “Application”)² of Marc J. Heimowitz, the appointed Examiner in these Chapter 11 Cases (the “Examiner”), pursuant to Sections 327 and 330 of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016 and Local Rules 2014-1 and 2016-1, for authorization to employ and retain M3 Advisory Partner, LP (“M3”) as financial advisor to the Examiner, effective as of October 29, 2025; and upon the Heimowitz Declaration and the Rowan Declaration, each as attached to the Application; and the Court being satisfied, based on the representations made in the Application, the Heimowitz Declaration and the Rowan Declaration, that (i) M3 does not hold or represent any interest adverse to the Debtors’ estates, and (ii) M3 is a “disinterested person” as that phrase is defined in Section 101(14) of the Bankruptcy Code; and the Court having jurisdiction to consider the Application and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that this Court may enter a final order consistent with Article III of the United States Constitution; and

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² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided, and it appearing that no other or further notice need be provided; and the Court having reviewed the Application, the Heimowitz Declaration and the Rowan Declaration; and the Court having found and determined that the relief sought in the Application is in the best interests of the Examiner, the Debtors' estates and all parties in interest and that the legal and factual bases set forth in the Application establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore,

IT IS HEREBY ORDERED THAT:

1. The Application is granted to the extent set forth herein.
2. The Examiner is hereby authorized and empowered to employ M3 in these Chapter 11 Cases, effective as of October 29, 2025, as his financial advisor, and M3 is authorized to perform the services set forth in the Application, the Heimowitz Declaration and the Rowan Declaration.
3. In connection with the Chapter 11 Cases, M3 shall be compensated for professional services rendered in accordance with Sections 330 and 331 of the Bankruptcy Code, the applicable provisions of the Bankruptcy Rules and the Local Rules, and with any other applicable procedures and orders of this Court.
4. M3 shall be entitled to allowance of compensation and reimbursement of expenses upon the filing and approval of interim and final applications pursuant to the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines, and any applicable orders of the Court.
5. Notwithstanding anything to the contrary in the Application and the Rowan Declaration, the Debtors are authorized to indemnify and hold harmless M3 and its affiliates, and their respective shareholders, principals, managers, members, and employees (collectively, the

“Indemnified Parties”), subject to the following conditions:

a. M3 shall not be entitled to indemnification, contribution, or reimbursement pursuant to the Application unless the indemnification, contribution, or reimbursement is approved by the Court; and

b. The Debtors shall have no obligation to indemnify M3, or provide contribution or reimbursement to M3, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from M3’s fraud, breach of fiduciary duty, if any, gross negligence, willful misconduct, self-dealing, or bad faith; (ii) for a contractual dispute in which the Examiner or the Debtors allege the breach of M3’s contractual obligations unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which M3 should not receive indemnity, contribution or reimbursement; and

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these Cases (that order having become a final order no longer subject to appeal), and (ii) the entry of an order closing these Cases, M3 believes that it is entitled to the payment of any amounts by the Debtors on account of indemnification, contribution and/or reimbursement obligations, including without limitation the advancement of defense costs, M3 must therefore file an application in this Court, and the Debtors may not pay any such amounts to M3 before the entry of an order by the Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by M3 for indemnification, contribution, or reimbursement, and not to limit the duration of the Debtors’ obligation to indemnify M3. All parties in interest shall retain the right to object to any application by M3 or other Indemnified Party for indemnification, contribution, or reimbursement.

6. The Examiner and M3 are authorized and empowered to take all actions necessary to effectuate the relief granted by this Order.

7. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2025
New York, New York

THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

Heimowitz Declaration

**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 MARC J. HEIMOWITZ IN SUPPORT
OF EXAMINER'S APPLICATION FOR ENTRY OF AN ORDER
(I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF M3 ADVISORY
PARTNERS, LP AS FINANCIAL ADVISOR TO THE EXAMINER
EFFECTIVE AS OF OCTOBER 29, 2025 AND (II) GRANTING RELATED RELIEF**

I, Marc J. Heimowitz, being duly sworn, state the following under penalty of perjury:

1. I submit this declaration (the "Declaration") in connection with the *Examiner's Application for Entry of an Order (I) Authorizing the Retention and Employment of M3 Advisory Partners, LP as Financial Advisor to the Examiner Effective as of October 29, 2025 and (II) Granting Related Relief* (the "Application").² Except as otherwise noted herein, all facts in this Declaration are based on my personal knowledge of the matters set forth herein, information gathered from my review of relevant documents, and information supplied to me by M3 Advisory Partners, LP ("M3").

2. I am the Court-appointed Examiner in these Chapter 11 Cases and the Founder and Managing Member of Coda Advisory Group LLC. I am duly admitted to and a member in good standing of (i) the bars of the State of New York and the State of Florida and (ii) the United States

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² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Application.

District Court for the Southern District of New York. There are no disciplinary proceedings pending against me in any jurisdiction.

THE EXAMINER'S SELECTION OF FINANCIAL ADVISOR

3. I am seeking the Court's authorization to retain M3 as my financial advisor in these Chapter 11 Cases. I interviewed three other firms (four in total, including M3) for the role. Based upon my approximately twenty-eight years of experience in the field of bankruptcy, restructuring and special situations, M3's extensive experience in complex Chapter 11 cases, the consistent and high quality of M3's services, and M3's (a) expertise with respect to analyzing airlines and airlines industry and (b) extensive experience in bankruptcy and restructuring, including, in particular, with respect to aviation matters, I believe that M3 is well qualified and able to represent me in these Chapter 11 Cases in an efficient, timely and cost-effective manner.

4. I anticipate that, in connection with my investigation as Examiner, M3 will provide various financial advisory services for me, including the following:

- a. assist the Examiner in the discharge of his responsibilities under the Examiner Order, other orders of the Court, and applicable law;
- b. evaluate and analyze any financial and valuation issues raised in connection with the Investigation;
- c. assist the Examiner with interviews, examinations, and the review of documents and other materials in connection with the Investigation;
- d. assist the Examiner with the preparation of reports and other documents necessary in the discharge of the Examiner's duties; and
- e. assist the Examiner in undertaking any additional tasks or duties that the Court may direct or that the Examiner may determine are necessary and appropriate in connection with the discharge of her duties.

RATE STRUCTURE AND COMPARABILITY OF ENGAGEMENT TERMS

5. In my capacity as Examiner, I will be responsible for supervising M3 and the fees and expenses it will charge. I have confirmed with M3 that, while its billing rates vary from professional to professional based on factors such as the professional's seniority and position at

M3, years of experience, and demand for services in each professional's practice area, its billing rates do not vary based on whether M3 is engaged in a bankruptcy case or a non-bankruptcy representation.

6. I have been informed that M3 sets its hourly rates for its professionals at levels that are competitive with those charged by comparable firms. It is my understanding that M3's hourly billing rates are reasonable and appropriate in light of its qualifications and experience in complex Chapter 11 cases like the Debtors' cases, and in comparison to the hourly rates of other retained professionals in these Chapter 11 Cases.

COST SUPERVISION

7. M3 and I expect to develop a prospective budget and staffing plan for my investigation, recognizing that, during the course of my investigation, it is possible that there may be unforeseen issues that affect fees and costs that will be charged by my professionals. I have explicit understandings with M3 with respect to workflow, regular communication of interim hours worked, expected budget and compliance with a maximum budget. I recognize that it is my responsibility to closely monitor the billing practices of my professionals to ensure the fees and expenses paid by the estate remain consistent with my expectations and the exigencies of the Chapter 11 Cases. I will review the invoices that M3 submits. In addition, M3's fees and expenses will be subject to review, comment, objection (if warranted), and Court approval pursuant to any procedures that may be or have already been established by the Court in these Chapter 11 Cases.

8. I have been advised M3 will work closely with any other advisors retained to prevent unnecessary or inefficient duplication of services, and will utilize their respective skills and experience and take all necessary and appropriate steps to avoid any such duplication.

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: November 26, 2025
New York, New York

Respectfully submitted,

/s/ Marc J. Heimowitz

Marc J. Heimowitz, as Examiner

EXHIBIT C

Rowan Declaration

**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 RYAN ROWAN IN SUPPORT
OF EXAMINER'S APPLICATION FOR ENTRY OF AN ORDER
(I) AUTHORIZING THE RETENTION AND EMPLOYMENT OF M3 ADVISORY
PARTNERS, LP AS FINANCIAL ADVISOR TO THE EXAMINER
EFFECTIVE AS OF OCTOBER 29, 2025 AND (II) GRANTING RELATED RELIEF**

I, Ryan Rowan, pursuant to 28 U.S.C. § 1746, hereby declare that the following is true and correct to the best of my knowledge, information and belief:

1. I am a Managing Director of M3 Advisory Partners, LP (“M3”), a restructuring advisory services firm. I submit this declaration (this “Declaration”) in connection with the application (the “Application”)² of Marc J. Heimowitz, the Court-appointed Examiner in these Chapter 11 Cases and to provide disclosures required under Section 327(a) of the Bankruptcy Code, Bankruptcy Rules 2014 and 2016(b) and Local Rules 2014-1 and 2016-1.

2. Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein. To the extent any information disclosed herein requires amendment or modification upon M3’s completion of further review, or as additional information regarding parties in interest becomes available, a supplemental declaration will be submitted to the Court reflecting such amended, supplemented, or otherwise modified information.

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 not otherwise defined herein shall have the meanings ascribed to them in the Application.

M3'S DISINTERESTEDNESS AND ELIGIBILITY

3. M3 utilizes a number of procedures (the "Procedures") to determine its relationships, if any, to parties that may have connections to parties in interest in the Chapter 11 Cases. In implementing the Procedures, M3 took the following actions to identify parties that may have connections with the parties-in-interest and M3's connections with such parties:

- M3 requested and obtained from the Debtors lists of interested parties and significant creditors (the "Potential Parties in Interest").⁴ The list of Potential Parties in Interest that M3 reviewed is annexed hereto as **Schedule 1**. The Potential Parties in Interest reviewed include, among others, the Debtors, lenders, agents, special servicers, unsecured creditors of the Debtors (on a consolidated basis), property managers, lease counterparties, major contract counterparties, insurers, utilities, taxing authorities, and various professionals related to the Chapter 11 Cases.
- Senior professionals of M3 then reviewed the names of each of the Potential Parties in Interest and M3 compared the names on the list with its records concerning current and former clients and key parties in interest with respect to those current and former clients.
- Known connections between former or recent clients of M3 and the Potential Parties in Interest were compiled for purposes of preparing this Declaration. These connections are listed on **Schedule 2** and **Schedule 3**³ annexed hereto.

4. As a result of the Procedures, I have thus far ascertained that, except as may be set forth herein, upon information and belief, if retained, M3:

- is not a creditor of the Debtors (including by reason of unpaid fees for prepetition services) or an equity security holder of the Debtors;
- is not and has not been, within two (2) years before the date of the filing of the petition, a director, officer (other than by virtue of M3 employees serving in the roles as Supporting Personnel (pre- and post-petition) as described in the Motion), or an employee of the Debtors; and
- does not have any interest materially adverse to the interests of the Debtors' estates, or of any class of creditors or equity security holders, by reason of any direct or

³ Schedule 3 contains supplemental disclosures as to M3's connections with certain Potential Parties in Interest, in response to informal inquiries by the U.S. Trustee.

indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

5. As can be expected with respect to any professional services firm such as M3, M3 provides services to many clients with interests in the Chapter 11 Cases. To the best of my knowledge, M3's services for such clients (other than its services for the Examiner) do not relate to the Chapter 11 Cases.

6. Further, as part of its diverse practice, M3 appears in numerous cases and proceedings, and participates in transactions that involve many different professionals, including attorneys, accountants, and financial consultants, who represent claimants and parties-in-interest in the Chapter 11 Cases. In addition, M3 has performed in the past, and may perform in the future, advisory consulting services for various attorneys and law firms, and has been represented by several attorneys and law firms, some of which may be involved in these proceedings. Based on our current knowledge of the professionals involved, and to the best of my knowledge, none of these relationships create interests materially adverse to the Debtors in matters upon which M3 is to be employed, and none are in connection with these cases.

7. I believe because of M3's (a) expertise with respect to analyzing airlines and airlines industry and (b) extensive experience in bankruptcy and restructuring, including, in particular, with respect to aviation matters, M3 is qualified to represent the Examiner.

8. If any new material relevant facts or relationships are discovered or arise, M3 will promptly file a supplemental declaration

PROFESSIONAL COMPENSATION

9. Subject to Court approval in accordance with Sections 330 and 331 of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), the Local Rules of the United States Bankruptcy Court for the Southern District of New York (the "Local

Rules”), and 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* effective as of November 1, 2013, if any, M3 will seek from the Debtors payment for compensation on an hourly basis for all of the Engagement Personnel, and reimbursement of actual and necessary expenses incurred by M3. M3’s current hourly billing rates, which are charged the same for both bankruptcy and non-bankruptcy clients, are as follows:

PROFESSIONAL	HOURLY RATE
Managing Partner	\$1,500
Senior Managing Director	\$1,390
Managing Director	\$1,220 to \$1,290
Senior Director	\$1,120
Director	\$995 to \$1,060
Vice President	\$840
Senior Associate	\$725
Associate	\$615
Analyst	\$500

10. As noted in the Application, M3 has informed the Examiner that its hourly rates may change from time to time in accordance with M3’s established billing practices and procedures to reflect economic and other conditions and, generally, are adjusted in January of each year. Moreover, the above-listed hourly billing rates (the “Hourly Rates”) to be charged by M3 for services to be rendered to the Examiner shall be the same hourly billing rates as charged to its other clients. The Hourly Rates are set at a level designed to compensate M3 fairly for the work of its professionals and to cover fixed and routine expenses. The Hourly Rates vary with the experience and seniority of the individuals assigned. M3 will provide notice of any rate increases to the Examiner and the U.S. Trustee.

11. Additionally, the Examiner has agreed to reimburse M3 for all actual, reasonable and necessary expenses. Specifically, and consistent with M3's policy with respect to its other clients, M3 will charge the Examiner for reimbursement of costs, out-of-pocket expenses, and disbursements incurred in the rendition of services. These include but are not limited to: computerized research, travel, word processing, court reporter services, process service, and other costs, expenses, and disbursements. M3 will seek reimbursement only for the amounts actually charged to it and will not include any mark-up.

12. To the best of my knowledge, (i) no commitments have been made or received by M3 with respect to compensation or payment in connection with these cases other than in accordance with applicable provisions of the Bankruptcy Code and the Bankruptcy Rules, and (ii) M3 has no agreement with any other entity to share with such entity any compensation received by M3 in connection with the Chapter 11 Cases.

13. M3 will comply with all of the requirements of this Court, the Bankruptcy Code and the Bankruptcy Rules with respect to fee and expense applications of professionals employed by bankruptcy estates. M3 will seek interim and final approval of payment of compensation and reimbursement of expenses in connection with these cases pursuant to sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, and the applicable orders and Local Rules of this Court.

14. The proposed employment of M3 is not prohibited by or improper under Bankruptcy Rule 5002. Except as disclosed herein, I am not related, and to the best of my knowledge, information, and belief, no professional at M3 is related to any United States Bankruptcy Judge or District Court Judge for the Southern District of New York or to the United States Trustee for such district or any employee in the office thereof..

15. By reason of the foregoing, I believe that M3 is eligible for retention and employment as financial advisor to the Examiner pursuant to the Examiner Order, Section 327 of the Bankruptcy Code and the applicable Bankruptcy Rules and Local Rules.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: November 26, 2025
New York, New York

M3 ADVISORY PARTNERS, LP

By: /s/ Ryan Rowan
Ryan Rowan
Managing Director

Schedule 1

Potential Parties in Interest

Bankruptcy Judges

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

Bankruptcy Professionals - Retained

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

**Banks / Lender / UCC Lien Parties /
Administrative Agents**

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

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

Bondholders

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

Contract Counterparties

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

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

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

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

Equilon Enterprises LLC
Erc-Cci Limited
Ernc Aviation, LLC
Eulen America
Everbridge, Inc.
Everise, Inc.
Expedia, Inc., A Washington Corporation For
Itself And On Behalf Of Travelscape, LLC,
And Vacationspot, S.L.
Express Scripts, Inc.
F&E Aircraft Maintenance (Miami) LLC
Federal Express Corporation
Fedex Corporation
First Contact 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 Glbl, Inc., F/K/A Sabre Inc.
Sabre Inc.
Safran Aerospace Services Americas
Safran Cabin Catering, Inc
Safran Landing Systems Services Americas Sa
De Cv
Salesforce, Inc.
San Diego County Regional Airport Authority
- President/Ceo
Santur Travel
Sap America, Inc.
Sas Service Group Inc.
Satair USA, Inc.
Schneller LLC
Schwab Retirement Plan Services, Inc.
Scis Air Security Corporation
Securipro Ltd.
Securitas Transport Aviation Mexico Sa De
Cv
Sedgwick Claims Management Services, Inc.
Servair
Servicenow, Inc
Servicios Aereos Guatemaltecos, S.A.
Servicios Aeroportuarios Integrados (Sai)
Servisair Fuel Services, LLC
Serviseg, Sa By C.V.
Sheltair-Jacksonville
Sierra Aviation Group
Signature Aviation
Signature Flight Support LLC, D/B/A
Signature Technicair
Sim-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
Talento, Inc.
Talleres Aeronauticos Del Caribe (TAC)
Talma Ecuador Servicios Aeroportuarios S.A
Talma Servicios Aeroportuarios S.A
Talx Corporation

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

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

Current Officers and Directors

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

Debtors

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

Former Directors and Officers

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

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

Insurance

Ace American Insurance Company
Ace Fire Underwriters Insurance Company
Agencia De Regulacion Y Control De Las
Telecomunicaciones (Arcotel)
AIG - American Home Assurance Co.
AIG - National Union Fire Insurance
Company
AIG - Worldsource
AIG Specialty Ins Co.
Allianz Global Risks Us Insurance Company
Allied World Insurance Company
Allied World Assurance Company Holdings,
Ltd
Ambridge Partners LLC
Applied Underwriters, Inc.
Arch Spciatly Insurance Co.
Argonaut Insurance Company
Ascot Specialty Insurance Company
Aspen Specialty Insurance Co.
Atlantic Specialty Insurance Company
AXA Corporate Solutions Assurance
AXA XL - Indian Harbor Insurance Company
AXA XL (Primary) - Nationwide
AXA XL (XL Specialty Insurance Company)
Axis Excess Insurance Policy Axis
Axis Insurance Company
Beazley Group
Berkley
Berkley Colombia Seguros
Berkley Insurance Company
Berkshire Hathaway
Bowhead (Homesite Assurance Company)
Brit (Lloyds Of London)
Charles F. Engel And Associates LLC.
Chubb
CNA (1x)
Comision Ejecutiva Portuaria Autonoma
Continental Casualty Company
Convex Insurance Uk Limited
Crum & Forster Specialty
El Aguila Compania De Seguros

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

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

Litigation

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

Official Committee of Unsecured Creditors

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

Ordinary Course Professionals

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

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

Other Names used in the last 8 years

Spirit Airlines, Inc.

Other Significant Creditors

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

Significant Competitors

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

Significant Equity Holders

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

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

Surety & Letters of Credit-Beneficiaries

Ace American Insurance
Aero DFW III, L.P. (DFW - Ramp Lease)
Aero DFW III, LP (DFW - Warehouse Lease)
Aero Lauderdale (FLL - Warehouse Lease)
Aeronautica Civil - Colombia - Unidad
Administrativa De Aeronautica Civil
Aeropuerto De Cancun (Asur)/Corresponding
Fee
Afianzadora Aserta, S.A. De C.V.
Albuquerque International Sunport
Arch Insurance Company
Autoridad De Aviacion Civil (AAC)
Bank of Utah (Aircastle N620NK_MSN 5624)
Bank of Utah (Merx N626Nk_Msn5999)
Bank of Utah (Merx N633Nk_Msn6345)
Bank of Utah (Merx N635Nk_Msn6383)
Bank of Utah (N935Nk/Msn 10108)
Bank of Utah (St Engineering N627Nk_Msn
6082)
Bank of Utah (St Engineering N628Nk_Msn
6193)
Burbank-Glendale-Pasadena Airport Authority
Charleston County Aviation
City Of Los Angeles - Department Of Airports
City Of Pensacola - Pensacola International
Airport
City Of Phoenix
Connecticut Fuel Tax
County Of Milwaukee
Department Of Licensing Fuel Tax Unit WA
Dgac - Ministerio De Transportes
Direccion General De Aerocivil Honduras
(AHAC)
Direccion General De Aviacion - Ecuador
Florida Fuel or Pollutants Tax Surety Bond
Fukuoka Road Co. Ltd (Smbc N630Nk-Msn
6304)
Gemstone Delaware 4 LLC C/O Sirius
Aviation Capital Holdings
Hanover New York Liquor Authority
John Wayne Airport (SNA), Orange County

Kinder Morgan (And/Or) Calnev Pipeline
LLC
Maryland Fuel Tax
MBJ Airports Limited
Miami Dade Aviation Department
Miami Dade Aviation Department - Facilities
National Union/Chartis (Workers Comp 2013)
Navigator Aviation Delaware 3
(Dae_N605Nk-Msn 4548)
Navigator Aviation Delaware 3
(Dae_N617Nk-Msn 5387)
North Carolina Fuel Tax
Oakland Airport
Orix (Owner: Ikehara Kanou) N609Nk/Msn
4951
Raleigh-Durham International Airport
Reno-Tahoe Airport
Salt Lake City Corporation
San Antonio International Airport
San Jose International Airport
Sfv Aircraft Holdings US 2 LLC
(N636Nk_Msn6424)
Sfv Aircraft Holdings US 2 LLC
(N637Nk_Msn6436)
Sfvi Aircraft Holdings US 1 LLC
(N629Nk_Msn6300)
Sfvi Aircraft Holdings US 1 LLC
(N631Nk_Msn6327)
Sfvi Aircraft Holdings US 1 LLC
(N634Nk_Msn6370)
Sfvi Aircraft Holdings US 1 LLC
(N659Nk_Msn6770)
Sfvi Aircraft Holdings US 1 LLC
(N676Nk_Msn7734)
Sfvi Aircraft Holdings US 1 LLC
(N677Nk_Msn7690)
Sfvi Aircraft Holdings US 1 LLC
(N679Nk_Msn7825)
Sfvi Aircraft Holdings US 1 LLC
(N680Nk_Msn7870)
Sheltair Aviation Center, LLC
Smbc Aviation Capital Limited (Smbc
N625Nk_Msn 5954)
St. Louis Lambert Intl Airport (STL)
SUNAT (Customs and Tax Administration)
Tennessee Dept Of Revenue (Nashville)
The Port Authority Of New York & New
Jersey
The Puerto Rico Ports Authority
The State Of Austin, Texas
UMB Bank (Carlyle N535Nk_Msn 4403)

UMB Bank (Carlyle N536Nk_Msn 4422)
UMB Bank (Carlyle N616Nk_Msn 5370)
UMB Bank (Carlyle N618Nk_Msn 5458)
UMB Bank (Smbc N614Nk_Msn5132)
US Bank National Association
US Customs And Border Protection - Uscbp
Utah Department Of Alcoholic Beverage
Control
Valero Marketing And Supply Company
Wells Fargo (Avolon N620Nk_Msn 5624)
Wells Fargo (Stratos N619Nk_Msn 5517)
Wilmington Trust Company (Carlyle
N622Nk_Msn 5804)
Wilmington Trust Company (Carlyle
N623Nk_Msn 5861)
Wilmington Trust Company (Carlyle
N624Nk_Msn 5880)
Wilmington Trust Company (Smbc
N621Nk_Msn 5672)

Surety & Letters of Credit Issuers
Zurich Colombia Seguros S.A.

**Taxing Authority / Governmental /
Regulatory Agencies**

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

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

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

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

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

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

Top 30 Creditors

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

U.S. Trustee Office

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

Utilities

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

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

Vendors

Aaset 2022-1 Limited
Accipiter Investments Aircraft 2 Li
Acro Aircraft Seating Ltd
Aeg Fuels Mexico S.A.P.I. De C.V.
Aercap Global Aviation Trust 902/4/
Aercap N901Nk (Formally Ilfc)
Aercap/Celtago Funding Ltd 903Nk
Aerodom
Aetna US Healthcare-Dental DMO
Air Lease Corporation (La)
Airbus North America Customer Servi
Airline Pilots Association
Akin Gump Strauss Hauer & Feld LLP
Alvarez & Marsal North America LLC
American Arbitration Association I
American Express TRS

Angeion Group LLC
Arinc - Manual Pcard Auth
Associated Energy Group
Automatic Data Processing
Aviation Services Management Fze
Avolon Aerospace (Ireland) Aoe 30
Awas Avia 606Nk Leasing
Bagcentral
Ballard & Ballard
Barclays Capital Inc.
Bdo USA, LLP
Berger Singerman LLP
Bf Aerospace 1010593A
Boston Consulting Group
Bp Products North America, Inc
Brasfield & Gorrie, LLC
Budget Rent A Car System, Inc
Cae Flight Services USA
Cbiz Mhm, LLC
Cfe And Associates
Charles Schwab Bank
Chevron Products Company
Chicas, Vilchez & Ruiz
Choate, Hall & Stewart LLP
Cit Group/Equipment
Citgo Petroleum Corp
Compass Lexecon
Consilio Inc dba Consilio LLC
Converge Technology Solutions Us, L
Crowe PR
CSC Corporation
Cwa/Afa
Dal Global Services, Inc.
Deloitte
Deloitte & Touche, S De R.L.
Deloitte Rd, S.A.
Doar Inc.
DTC the Depository Trust Corporation
Eastern Aviation Fuels
Empire Office, Inc
Engine Lease Finance Corp
Epic Aviation LLC
Equilon Ent. 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
FLL Crew Transport dba FLL Limo
Fort Lauderdale Fuel Facilities LLC
Frost Brown Todd, LLC
Gina M. Cadogan, Pa dba Cadogan Law
Grant Thornton LLP
Ground Motive Dependable
Haeco Americas Airframe Srvc
Hamilton Sundstrand Corp.
Hinshaw & Culbertson LLP
Honeywell International Sarl
Hpi Direct
Integrated Deicing Services
International Aero Engines Ag 10001
International Aero Engines LLC
Javits, Joshua M.
Jsa International Us Holdings, LLC
Kelley Kronenberg
Keystone 9 Limited
Klafter Lesser LLP
Knights Of Columbus
Kotoku Kaiun Co Ltd
KPMG LLP
Lockton Companies
Lsg Skychefs
Lunar Aircraft Holdco Limited
Mainsail Property Management, LLC.
Marlene Gold
Maximus Global Services LLC
Menzies Aviation (ASIG)
Merx Aviation 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
Practising Law Institute
Preferred Composite Services
Prime Flight Aviation Svcs/Gse
Prospect Airport Services, Inc

Public Company Accounting
Pricewaterhouse Coopers
Pwp Holdings LP dba Perella Weinber
Rafael Conrado PLC
Reed Smith, LLP
Ryan Inc.
Safran Landing Systems Services Mx
Sard Verbinnen & Co, LLC
Sasof Iv A3 LLC / Carlyle Aviation
Satair 1000289A
Sepriosa
Serfico-Fiassa
Sfv Aircraft Hodings US 2 LLC
Sfvi Aircraft Holdings US 1 LLC
Shell Trading US Company
Sierra Latam
Skadden, Arps, Slate, Meagher & Flo
Sky High 132 Leasing Co /Icbc
Sky High 136 Leasing Company Limited
SkyWorks Capital
SMBC Aviation Capital Ltd
Spinarn
Swissport USA Inc
Ta Connections De & Il, LLC
Talento Inc
Terpel Exportaciones Ci Sas
Textron GSE Inc.
Thrifty Car Rental
Total Energies Marketing USA, Inc.
Total Jamaica Limited 1000120A
Trego Dugan Aviation Of Grand Islan
United Health Care Admin Fee
United Healthcare Services
United Healthcare Services Fsa
Unum Life Insurance Company Of America
Vmo Aircraft Leasing Holdings Delaware
Walker & Kirkpatrick
Wilmington Savings Fund Society, FS
Worldwide Flight Services
Xtreme Aviation LLC
Zim Aircraft Cabin Solutions LLC

Schedule 2

M3's Connections

Potential Connections or Related Parties¹

- In the ordinary course of its financial advisory practice, M3 Advisory Partners, LP or its senior professionals (collectively, “M3”) have recently had and/or currently have relationships with various law firms, accounting firms, financial advisory firms, claims agents, and other professionals and service providers, as well as affiliates of the foregoing who are listed on Schedule 1 (the “*Debtor Disclosure Schedule*”) as parties-in-interest in these proceedings (each, an “*Ancillary Entity*”). Such relationships have included, among other things, M3 or its senior professionals² serving as an advisor to clients in engagements where (a) such client was or is represented by one or more Ancillary Entities or (b) one or more Ancillary Entities has represented or currently represents one or more parties-in-interest who are not clients of M3. Additionally, certain of the Ancillary Entities may have currently or previously retained, or been retained by, M3 and its affiliates with respect to matters unrelated to the Debtors and their bankruptcy cases. The Persons shown on the Debtor Disclosure Schedule who constitute (or whose affiliates constitute) Ancillary Entities including, without limitation, Akin Gump Strauss Hauer & Feld LLP; Alvarez & Marsal North America LLC; BDO USA, LLP; Berger Singerman LLP; Choate, Hall & Stewart LLP; Clark Hill P.L.C.; Cravath Swaine & Moore LLP; Davis Polk & Wardwell LLP; Debevoise & Plimpton; Deloitte / Deloitte & Touche, S de R.L.; Epiq Corporate Restructuring, LLC; Ernst & Young LLP; Fox Rothschild; Frost Brown Todd, LLC; FTI Consulting Inc.; Geode Capital Management, LLC; Grant Thornton LLP; Greenberg Traurig PA; Jones Day; KPMG LLP; Littler Mendelson P.C.; McAfee & Taft; Milbank LLP; Miller & Chevalier Chartered; Morris James LLP; Morris, Nichols, Arsht & Tunnell LLP; Northern Trust Global Investments; O’Melveny & Myers LLP; Paul Hastings, LLP; Paul, Weiss, Rifkind, Wharton & Garrison; PWP Holdings LP / Perella Weinberg Partners; PJT Partners LP; Potter Anderson & Corroon LLP; Pricewaterhouse Coopers; Reed Smith, LLP; Sard Verbinen; Skadden, Arps, Slate, Meagher & Flom; Smith Gambrell & Russell LLP; Taft Stettinius & Hollister LLP; Walkers Global; and Willkie Farr & Gallagher LLP. To the best knowledge of the senior professionals at M3 on the date hereof, such relationships have been unrelated to the Debtors, do not create interests adverse to the Debtors and are not in connection with these proceedings.
- M3 has currently has and/or recently has had relationships with various bank and non-bank lenders, trustees, other financial institutions acting in various capacities, and other equity and debt financing sources, as well as affiliates of any of the foregoing, who are listed on the Debtor Disclosure Schedule as parties-in-interest to these proceedings (collectively, the “*Financial Institutions*”). Such relationships may include, among other things, (a) M3 serving as financial advisor to one or more of the Financial Institutions, (b) M3 advising Persons who themselves

¹ References in this Schedule to parties-in-interest with which M3 currently has or recently has had relationships in any category described above are not exclusive and the party-in-interest or an affiliate thereof also may have other relationships with M3 in the same or other categories without specific identification. All disclosures contained herein are made to the knowledge of M3 based upon parties-in-interest disclosures provided in various engagements and other information of which the senior professionals at M3 have actual knowledge. For purposes of this Schedule, the term “Persons” shall include entities and natural persons and any reference to a specific Person shall be deemed to also be a reference to affiliates of such Person.

² For purposes of this Schedule, the term “senior professionals” refers to the Managing Directors of M3.

have relationships with such Financial Institutions and (c) M3 being involved in a proceeding or other engagement in which one or more Financial Institutions was separately a party-in-interest (the parties-in-interest described in clauses (a), (b) and (c) collectively, “**Ancillary Institutions**”). Such Ancillary Institutions include, without limitation, Airborne Capital Group; Alliancebernstein Holding LP / AllianceBernstein L.P.; Allianz DE; Allstate Investments LLC; American Express; Apple Bank for Savings; AQR Arbitrage LLC (f/k/a CNH Partners, LLC); Arch Insurance; Arena Capital Advisors, LLC; Ares Management LLC; Banamex; Bank of America, N.A.; Barclays Capital Inc.; Barings LLC; Blackrock / Blackrock Inc.; BNP Paribas, New York Branch; BNY Asset Management; Brighthouse Funds Trust II; Carlyle Aviation Partners Ltd.; CIT Group/Equipment; Citadel Multi-Asset Master Fund Ltd.; Citibanamex; Citibank, N.A.; Computershare Trust Company, N.A.; Credit Agricole Corporate and Investment Bank; Credit Industriel et Commercial, New York Branch; Cyrus Capital Partners, L.P.; D.E. Shaw Valence Portfolios, L.L.C. / D.E. Shaw & Co. LP; Dekabank Deutsche Girozentrale; Deutsche Bank; Dimensional Fund Advisors LP; Discover Global Network; Esopus Creek Advisors LLC / Esopus Creek Value Series Fund LP – Series A; Evercore Group LLC; FMR LLC; JPMorgan Asset Management / JPMorgan Chase & Co.; Lazard Ltd.; Macquarie Aviation North America 2 Inc. (d/b/a Atlantic Aviation); Manulife Financial Corporation; Metlife Pet Insurance Solutions LLC; Millennium Management LLC; Pacific Investment Management Company LLC / PIMCO Luxembourg SA; Royal Bank of Canada; ScotiaBank; SMBC Aviation Capital Limited; Squarepoint Ops LLC; State Street Corporation / State Street Global Advisors, Inc.; Susquehanna Advisors Group, Inc.; U.S. Bank National Association; UBS AG / UBS Asset Management (Americas) LLC / UBS Asset Management Switzerland AG; UMB Bank; United States Treasury; Vanguard Group Inc.; Victory Capital Management Inc.; Wells Fargo; Western Asset Management Company, LLC; Whitebox Advisors LLC; Willis Lease Finance Corporation; Wilmington Savings Fund Society, FSB; Wilmington Trust Company; Wilmington Trust National Association; and Zurich American Insurance Company. To the best knowledge of the senior professionals at M3 on the date hereof, such relationships have been unrelated to the Debtors, do not create interests adverse to the Debtors and are not in connection with these proceedings.

- On the Debtor Disclosure Schedule, Eugene I. Davis has been disclosed opposite the caption “Current Officers and Directors”.
 - Eugene Davis has been identified as “Current Officers, Directors, Managers, and Observers” of Everstream Solutions LLC. M3 currently serves as financial advisor to the Official Committee of Unsecured Creditors of Everstream in its bankruptcy proceedings before the United States District Court for the Southern District of Texas (Case No. 25-90144(CML)). To the best knowledge of the senior professionals at M3 on the date hereof, such relationships have been unrelated to the Debtors, do not create interests adverse to the Debtors and are not in connection with these proceedings.
- On the Debtor Disclosure Schedule, an entity has been disclosed as a member of the “Official Committee of Unsecured Creditors”.
 - That entity has been identified as a “Significant Vendor” in the bankruptcy of First Brands Group LLC in the United States Bankruptcy Court for the Southern District of Texas (Case No. 25-90399 (CML)). M3 has been selected as the financial advisor to

the Official Committee of Unsecured Creditors in the First Brands bankruptcy proceeding and, although a retention application has been filed with the Court, M3's retention has not yet been "so ordered" by the Court. Because the retention application was filed under seal, the names of the parties-in-interest for that proceeding have not been publicly disclosed. To the best knowledge of the senior professionals at M3 on the date hereof, such relationships have been unrelated to the Debtors, do not create interests adverse to the Debtors and are not in connection with these proceedings.

- On the Debtor Disclosure Schedule, CITGO Petroleum Corp. has been disclosed opposite the captions "Contract Counterparties" and "Vendors".
 - Mohsin Y. Meghji, the managing partner of M3, currently serves on the board of directors of PDVH Holding, Inc., which is the parent company of CITGO Petroleum Corp. Mr. Meghji has not been involved in any discussions or decisions relating to the Debtors in connection with his board position and would recuse himself from any such discussions if they were to arise during the pendency of M3's engagement in the Spirit Airlines proceeding. To the best knowledge of the senior professionals at M3 on the date hereof, such relationships have been unrelated to the Debtors, do not create interests adverse to the Debtors and are not in connection with these proceedings.
- M3 currently purchases and/or recently has purchased goods and services in the ordinary course of business and in the open market from vendors who are listed on the Debtor Disclosure Schedule as parties-in-interest to these proceedings. Similarly, clients of M3, and debtors and parties-in-interest with respect to matters in which M3 is currently involved or recently has been involved in various capacities, also purchase or recently have purchased, or sell or recently have sold, goods and services in the ordinary course of business and in the open market from or to certain of the Persons listed on the Debtor Disclosure Schedule as parties-in-interest to these proceedings. To the best knowledge of the senior professionals at M3 on the date hereof, such relationships have been unrelated to the Debtors, do not create interests adverse to the Debtors and are not in connection with these proceedings.
- M3 currently serves and/or recently has served as a financial advisor to various Persons which have (a) purchased, or currently purchase, insurance (including, without limitation, health and similar insurance), suretyship, employment benefits services, or utilities from, (b) leased property or assets from landlords or lease counterparties who are, or (c) recently have been or are subject to the taxing or other regulatory authority of, Persons listed on the Debtor Disclosure Schedule as parties-in-interest to these proceedings. In addition, M3 itself purchases or has recently purchased insurance, suretyship, employments benefits services or utilities from, or currently or recently has leased property or assets from, or is or recently has been subject to the taxing or other regulatory authority of, Persons who are listed on the Debtor Disclosure Schedule as parties-in-interest to these proceedings. To the best knowledge of the senior professionals at M3 on the date hereof, such relationships have been unrelated to the Debtors, do not create interests adverse to the Debtors and are not in connection with these proceedings.
- In the ordinary course of its business, M3 frequently interacts with Judges of the United States Bankruptcy Courts and personnel of the Office of the United States Trustee in various jurisdictions, including, without limitation, those of the Southern District of New York. To the

best knowledge of the senior professionals at M3 on the date hereof, such relationships have been unrelated to the Debtors, do not create interests adverse to the Debtors and are not in connection with these proceedings.

Schedule 3

Supplemental Disclosures

SUPPLEMENTAL DISCLOSURE¹

We understand that the Office of the United States Trustee for the Southern District of New York (the “*US Trustee*”) has requested that M3 Advisory Partners, LP (“*M3*”) provide additional disclosure concerning certain of the parties-in-interest in the Spirit Airlines bankruptcy proceedings (the “*Spirit Airlines Engagement*”) with which M3 currently has, or recently has had, relationships.

We provide the following additional disclosure in response to this request:

1. Willkie Farr & Gallagher LLP (“*Willkie*”)

Current Engagements

- **Celsius Network LLC**: M3 was retained as financial advisor to the Official Committee of Unsecured Creditors of Celsius Network LLC, et al., pursuant to an order dated October 18, 2022 of the United States Bankruptcy Court for the Southern District of New York. Subsequently, Mohsin Y. Meghji, the managing partner of M3, was retained as litigation administrator (in such capacity, the “*Litigation Administrator*”) for Celsius Network LLC and, in such capacity, he retained M3 as financial advisor pursuant to an engagement letter dated as of January 31, 2024. A second litigation administrator (the “*BRIC Administrator*”) was appointed to manage certain causes of action and proceedings outside of the United States and Willkie serves as counsel to the BRIC Administrator. Although M3 is generally aware of the work of the BRIC Administrator, the Litigation Administrator and M3 do not oversee the work of Willkie and the BRIC Administrator and are not directly involved in their work. The engagement of Mohsin Y. Meghji as Litigation Administrator and M3 as financial advisor to the Litigation Administrator is continuing.

Completed Engagements

- **Confidential Engagement (April 2024 through November 2025)**. M3 served as financial advisor to certain investment funds who were creditors of a company whose identity M3 is required to keep confidential and an employee of M3 was subsequently named as Interim Chief Financial Officer of the company. Willkie served as legal counsel to the funds who were M3’s client. To the best knowledge of M3 and its senior professionals, neither the company nor those funds are parties-in-interest in the bankruptcy proceedings of Spirit Airlines.
- **Confidential Engagement (from January 2023 through March 2023)**. M3 was retained as financial advisor to a company whose identity M3 is required to keep confidential. Willkie

¹ This Supplemental Disclosure addresses only M3 engagements which are currently ongoing or were commenced in the past three years. In certain cases, minor and infrequent work is still being provided on engagements that are shown as completed. In addition, references to specific engagements herein may include successor engagements (such as advising or serving as trustee of a liquidating trust). All matters described herein are disclosed to the best of the knowledge of M3 and its senior professionals.

served as legal counsel to that company. To the best knowledge of M3 and its senior professionals, the company is not a party-in-interest in the bankruptcy proceedings of Spirit Airlines.

- **Franchise Group, Inc.** (from August 1, 2024 through June 2025). Willkie served as co-counsel to the debtors and M3 served as financial advisor to counsel to the administrative agent on a credit facility. The administrative agent is a party-in-interest in the Spirit Airlines bankruptcy, but the work on this engagement was unrelated to Spirit Airlines
- **Near Intelligence, Inc.** (December 2023 through April 2024). Willkie served as co-counsel to the Debtors and M3 served as financial advisor to the Official Committee of Unsecured Creditors.
- **PWM Property Management** (October 2021 through December 2023). Willkie served as counsel to S.L. Green Management Corp. and M3 served as CRO and financial advisor to the Debtors.
- **TRKA Media Group, Inc.** (from December 2023 through May 2024). Willkie served as counsel to the Debtors and M3 served as financial advisor to the Official Committee of Unsecured Creditors.

2. **Ernst & Young (“EY”)**

Current Engagements

- **Celsius Network (from August 2022 – present)**. M3’s role in this engagement was described above. It is M3’s understanding that EY was retained to provide tax services to the debtors.
- **First Brands Group, LLC (October 2025 – present)**. M3 has been retained as financial advisor to the Official Committee of Unsecured Creditors in this bankruptcy proceeding. It is M3’s understanding that EY has been retained to provide tax services to the Debtors.
- **First Mode Holdings, Inc. (from August 2024 – present)**. M3 has been retained to serve as financial advisor to the debtors. It is M3’s understanding that EY has been retained to provide tax advice to the debtors.
- **Zachry Holdings, Inc. (from May 2024 – present)**. M3 has been retained as financial advisor to the debtors. It is M3’s understanding that EY provides audit and tax services to debtors.

Completed Engagements

- **AppHarvest Products, LLC (August 2023 – December 2023)**. M3 was engaged to serve as the financial advisor to the Official Committee of Unsecured Creditors in this bankruptcy proceeding. It is M3’s understanding that EY was engaged by the debtors to provide tax preparation services to the debtors.

- **CareMax, Inc. (December 2024 – March 2025)**. M3 was engaged to serve as the financial advisor to the Official Committee of Unsecured Creditors in this bankruptcy proceeding. EY was disclosed as a party-in-interest in the proceeding by virtue of being a “Scheduled Vendor” to the debtors.
- **Cyxtera Technologies, Inc. (from August 2023 – October 2023)**. M3 was retained as financial advisor to the Disinterested Directors in this bankruptcy proceeding. EY was disclosed as a party-in-interest in the proceeding by virtue of being an “Ordinary Course Professional”.
- **Fisker Inc. (July 2024 – October 2024)**. M3 was retained as financial advisor to the Official Committee of Unsecured Creditors in this bankruptcy proceeding. EY was disclosed as a party-in-interest in the proceeding by virtue of being an “Ordinary Course Professional”.
- **Genesis Global Holdco LLC (from March 2023 – March 2024)**. M3 was retained as financial advisor to the debtors in this bankruptcy proceeding. EY was disclosed as a party-in-interest in the proceeding by virtue of being a “Significant Vendor” to the debtors.
- **Near Intelligence, Inc. (December 2023 through April 2024)**. M3 was retained as financial advisor to the Official Committee of Unsecured Creditors in this bankruptcy proceeding. EY was retained by the debtors as their financial advisor.
- **Neiman Marcus Group LTD LLC (from May 2020 – present)**. M3 initially was retained as financial advisor to the Official Committee of Unsecured Creditors in this bankruptcy proceeding. The managing partner of M3 currently serves as Liquidating Trustee for a liquidating trust created in connection with the confirmation of the Plan of Restructuring for the debtors and M3 currently serves as financial advisor to the Liquidating Trustee. It is M3’s understanding that EY had been retained as auditors and tax service providers to the debtors during the bankruptcy proceedings, but EY does not provide services to the Liquidating Trust.
- **Lordstown Motors (September 2023 – April 2024)**. M3 was retained as financial advisor to the Official Committee of Equity Security Holders in this bankruptcy proceeding. EY was retained by the debtors to provide tax services.
- **Party City Holdco Inc. (January 2025 – August 2025)**. M3 was retained as financial advisor to the Official Committee of Unsecured Creditors in this bankruptcy proceeding. EY was disclosed as a party-in-interest in the proceeding by virtue of being a “Top-100 Vendor”.
- **Sorrento Therapeutics (February 2023 – December 2024)**. M3 was retained as financial advisor to the debtors and the managing partner of M3 was retained as Chief Restructuring Officer to the debtors. EY was disclosed as a party-in-interest in the proceeding by virtue of being a “Significant Creditor” of the debtors.

Other

We note that Ryan Rowan, a managing director at M3 who is working on the Spirit Airlines Engagement, was employed by EY through June 2023.

3. Alvarez & Marsal (“A&M”)

Current Engagements

- **Celsius Network**. M3’s role in this engagement was described above. A&M serves as financial advisor to the debtors.
- **Everstream Solutions LLC**. On June 12, 2025, M3 was selected as financial advisor to the Official Committee of Unsecured Creditors in the bankruptcy proceedings of Everstream Solutions LLC, which was approved by order of the United States Bankruptcy Court for the Southern District of Texas entered on August 5, 2025. A&M serves as financial advisor to the debtors in the proceeding.
- **First Brands Group, LLC**. M3 has been retained as financial advisor to the Official Committee of Unsecured Creditors in this bankruptcy proceeding. A&M is serving as financial advisor and Chief Restructuring Officer for the debtors.

Completed Engagements

- **CareMax, Inc. (December 2024 – March 2025)**. M3 was engaged to serve as the financial advisor to the Official Committee of Unsecured Creditors in this bankruptcy proceeding. A&M served as financial advisor and Chief Restructuring Officer for the debtors.
- **Cyxtera Technologies, Inc. (from August 2023 – October 2023)**. M3 was retained as financial advisor to the Disinterested Directors in this bankruptcy proceeding. A&M served as financial advisor to the Official Committee of Unsecured Creditors in the proceeding.
- **Confidential Engagement (from February 2025 – July 2025)**. M3 was engaged as the financial advisor to a law firm representing the Administrative Agent for a credit facility extended to a company whose identity M3 is required to keep confidential. A&M served as financial advisor and Chief Restructuring Officer for the debtors. The law firm has not been identified as a party-in-interest in the bankruptcy of Spirit Airlines, but the Administrative Agent has been identified as a party-in-interest by virtue of being “Banks / Lender / UCC Lien Parties / Administrative Agents”.
- **Genesis Global Holdco LLC (from March 2023 – March 2024)**. M3 was engaged as financial advisor to the Official Committee of Unsecured Creditors in this proceeding. Alvarez served as financial advisor to the debtors.

- **Hornblower Holdings LLC (from March 2024 – July 2024)**. M3 served as the financial advisor to the Official Committee of Unsecured Creditors in this proceeding and A&M served as financial advisor to the debtors.
- **Neiman Marcus Group (from May 2020 – present)**. M3's role in this engagement was described above. A&M served as financial advisor to the Disinterested Manager.
- **TRKA Media Group, Inc. (from December 2023 through May 2024)**. M3 served as financial advisor to the Official Committee of Unsecured Creditors in this engagement. A&M was disclosed as a party-in-interest in the proceeding opposite the caption "Professionals".

Other

In addition, we note that Eric De Santis, a Senior Director of M3 who is not involved in the Spirit Airlines Engagement, serves on the Academic Committee of the Turnaround Management Association with Archibald Gabriel, who we understand is a Manager at A&M.

4. Davis Polk & Wardell

M3's records show that Davis Polk & Wardwell ("***DP&W***") and M3 both have worked on the following engagements over the past three years where there was a substantial relationship between us:

- **Confidential Engagement**: M3 was retained as financial advisor to a company whose identity M3 is required to keep confidential pursuant to an engagement letter dated December 24, 2024. DP&W serves as counsel to that company. M3's work on that engagement is continuing.
- **Confidential Engagement**: Pursuant to an engagement letter dated October 10, 2024, M3 was retained as financial advisor to a law firm who is representing the administrative agent on a credit facility to a company whose identity M3 is required to keep confidential. DP&W serve as legal counsel to that company. To the best knowledge of M3 and its senior professionals, the debtor is not a party-in-interest in the Spirit Airlines bankruptcy proceedings. Although the administrative agent is a party-in-interest to the Spirit Airlines bankruptcy proceedings, M3's work is unrelated to such proceedings.
- **First Mode Holdings, Inc. (from August 2024 – present)**. M3 was retained to serve as financial advisor to the debtors in this proceeding. It is M3's understanding that DP&W serves as counsel to certain creditors (Anglo American Technical & Sustainability Limited and Anglo American International Holdings Limited and affiliates) in the proceeding.

In addition, DP&W and M3 each played a role in the following engagements that did not involve a substantial relationship between us:

- **AppHarvest (August 2023 – December 2023)**. M3 was engaged to serve as the financial advisor to the Official Committee of Unsecured Creditors in this bankruptcy proceeding. DP&W was disclosed as a party-in-interest in the proceeding opposite the caption “Bankruptcy Professionals”.
- **Anchor Glass Container Corp. (from July 2025 – October 2025)**. M3 was engaged as financial advisor to the debtors in this proceeding. DP&W served as counsel to Ad Hoc Group of creditors.
- **Cyxtera Technologies (from August 2023 – October 2023)**. M3 was retained as financial advisor to the Disinterested Directors in this bankruptcy proceeding. It is the understanding of M3 that DP&W served as counsel to Citibank in the proceeding.
- **Genesis Global Holdco LLC (from March 2023 – March 2024)**. M3 was retained as financial advisor to the debtors in this bankruptcy proceeding. DP&W was disclosed as a party-in-interest in the proceeding by virtue of being a “Significant Vendor” to the debtors.
- **Hornblower Holdings LLC (from March 2024 – July 2024)**. M3 served as the financial advisor to the Official Committee of Unsecured Creditors in this proceeding. DP&W was disclosed as a party-in-interest in the proceeding by virtue of being “Bankruptcy Professionals – Retained” in the proceeding.
- **Fisker Inc. (July 2024 – October 2024)**. M3 was retained as financial advisor to the Official Committee of Unsecured Creditors in this bankruptcy proceeding. DP&W served as counsel to the debtors in this proceeding.
- **Party City Holdco Inc. (from January 2025 – September 2025)**. M3 was retained as financial advisor to the Official Committee of Unsecured Creditors in this bankruptcy proceeding. DP&W served as counsel to Ad Hoc Group of Second Lien Noteholders in the proceeding.
- **Confidential Engagement (from February 2024 – August 2024)**. M3 was retained as financial advisor to a company whose identity M3 is required to keep confidential. DP&W served as counsel to a different party in the engagement. To the best knowledge of M3 and its senior professionals, the company is not a party-in-interest in the bankruptcy proceedings of Spirit Airlines.

Other

In addition, Doug Kravitz, who is a managing director at M3, worked with DP&W on numerous occasions prior to October 2024 while he was employed by JPMorgan Chase Bank.

5. Esopus Creek Advisors LLC / Esopus Creek Value Series Fund LP – Series A

M3 was retained as financial advisor to the Official Committee of Equity Security Holders for Lordstown Motors Corp. pursuant to an order of the United States Bankruptcy Court for the District of Delaware entered on October 16, 2023 *nunc pro tunc* to September 7, 2023. Esopus Creek Value Series Fund LP – Series “A” was a member of that official committee. Since the emergence of Lordstown Motors from chapter 11 under the name “Nu Ride Inc.” in Mach 2024, the managing member of Esopus Creek, Andrew Sole, has served as Chairman of the Board Directors of Nu Ride in his individual capacity. Also following the emergence of Nu Ride from bankruptcy, (i) an employee of M3 served as Chief Executive Officer, President, Treasurer and Secretary of Nu Ride through September 2025, (ii) an employee of M3 also was appointed (and continues to serve) as the Litigation Trustee of Nu Ride Litigation Trust, and (iii) M3 currently serves as a financial advisor to Nu Ride and the Litigation Trustee.

6. Eugene Davis

Everstream Networks LLC: On June 12, 2025, M3 was selected as financial advisor to the Official Committee of Unsecured Creditors in the bankruptcy proceedings of Everstream Solutions LLC, which was approved by order of the United States Bankruptcy Court for the Southern District of Texas entered on August 5, 2025. Prior to the bankruptcy filing, Mr. Davis served as a member of the Board of Directors of Everstream.

Confidential Engagement: M3 was retained as the financial advisor to the law firm representing the Administrative Agent of a company whose identity M3 is required to keep confidential pursuant to an engagement letter dated March 10, 2020. M3 continues to serve as financial advisor to such law firm and, by extension, the Administrative Agent. Mr. Davis currently serves on the board of directors of the company. To the best knowledge of M3 and its senior professionals, the company is not a party-in-interest in the Spirit Airlines bankruptcy proceedings. Although the administrative agent is a party-in-interest to the Sprit Airlines bankruptcy proceedings, M3’s work is unrelated to such proceedings.

Confidential Engagement: M3 was retained as financial advisor to a company whose identity M3 is required to keep confidential pursuant to an engagement letter dated September 1, 2023. Simultaneously, Marty Young (a managing director at M3 who is not involved with the Spirit Airlines Engagement) was appointed as Chief Restructuring Officer and Chief Operating Officer of that company and Ryan Rowan (who was then a Director at M3 and is involved with the Spirit Airlines Engagement) was appointed as Deputy Chief Restructuring Officer and Chief of Staff of that company. Mr. Davis was at that time a member of the board of directors of the company. M3’s engagement by that company ended in October 2023.

In addition, we note that Marty Young, a managing director at M3 who is not involved in the Spirit Airlines Engagement, has announced his candidacy for the Republican nomination for the seat in the United States House of Representatives covering the district which includes Chester, Pennsylvania. We understand that Mr. Davis is a contributor to the campaign of Mr. Young.

EXHIBIT D

AGREEMENTS REGARDING INDEMNIFICATION

In consideration of M3 performing the Services for the benefit of the Examiner, the Debtors (collectively, the "Indemnitor") shall indemnify M3 and its affiliates, equity holders, partners, directors, employees, agents, representatives and contractors, including past, present or future partners, principals and personnel of each (collectively hereinafter called the "Indemnitees") against all costs, fees, expenses, damages, and liabilities (including defense costs) associated with any pending or threatened claim, action, proceeding or investigation (a "Claim") relating to or arising as a result of the engagement or the provision of the services, the Examiner's use or disclosure of the deliverables, or this agreement ("Losses"). This provision is intended to apply regardless of the nature of any Claim (including contract, statute, any form of negligence, whether of the Examiner, M3, or others, tort, strict liability or otherwise), except to the extent such Losses are determined by a final and non-appealable judgment of a court of competent jurisdiction to be the result of M3's bad faith, gross negligence or willful misconduct.

The Indemnitor shall not, without M3's prior written consent (which will not be unreasonably withheld) settle, compromise, or consent to the entry of any judgment in any pending or threatened Claim in respect of which indemnification could reasonably be sought hereunder (whether or not M3 or any other Indemnitee is an actual or potential party to such Claim), if such settlement, compromise, or consent does not include an unconditional release of each Indemnitee from all liability arising out of such Claim; *provided, however*, that the Indemnitor shall not enter into any such settlement, compromise or consent of a Claim without M3's prior written consent (which may be granted or withheld in M3's sole discretion) if such settlement, compromise or consent provides for injunctive relief against an Indemnitee or an admission of liability by an Indemnitee or would require payment of any amount by an Indemnitee or any insurer of an Indemnitee. The Indemnitor shall not be liable hereunder to any Indemnitee for any amount paid or payable in the settlement of any action, proceeding or investigation entered into by such Indemnitee without the Indemnitor's written consent.

Upon receipt by an Indemnitee of actual notice of a Claim against such Indemnitee in respect of which indemnity may be sought hereunder, such Indemnitee shall promptly notify the Indemnitor with respect thereto. In addition, an Indemnitee shall promptly notify the Indemnitor after any action is commenced (by way of service with a summons or other legal process giving information as to the nature and basis of the claim) against such Indemnitee in respect of which indemnity may be sought hereunder. In any event, failure to notify the Indemnitor shall not relieve the Indemnitor from any liability which the Indemnitor may have on account of this indemnity or otherwise, except to the extent, and only to the extent, that the Indemnitor shall have been materially prejudiced by such failure.

Indemnitor shall advance all expenses indemnifiable hereunder that are reasonably incurred by or on behalf of each Indemnitee in connection with any Claim within thirty (30) days after receipt by Indemnitor of a statement or statements from Indemnitee requesting such advance or advances

from time to time, whether prior to or after final disposition of such Claim. Such statement or statements shall reasonably evidence the expenses incurred by Indemnitee and shall include or be preceded or accompanied by a written undertaking by or on behalf of Indemnitee to repay any expenses advanced if it shall ultimately be determined by a final and non-appealable judgment of a court of competent jurisdiction that Indemnitee is not entitled to be indemnified against such expenses. Any advances and undertakings to repay pursuant to this paragraph shall be unsecured and interest free.

To the extent that the Indemnitor so elects, it shall be entitled to assume the defense, with counsel selected by the Indemnitor (and approved by M3, with such approval not to be unreasonably withheld), of any action that is the subject of the Claim in respect of which indemnity may be sought. After notice to the Indemnitees of its election to assume the defense thereof, the Indemnitor will not be liable to the Indemnitee under this Agreement for any expenses subsequently incurred by such Indemnitee in connection with the defense thereof except as otherwise provided below. Notwithstanding the foregoing, each Indemnitee shall have the right to employ separate counsel with respect to any Claim and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnitee, unless: (i) the Indemnitor has failed promptly to assume the defense and employ counsel or (ii) such Indemnitee shall have been advised by counsel that there may be one or more legal defenses available to it which are different from or in addition to those available to other parties to such Claim; provided that the Indemnitor shall not in such event be responsible hereunder for the fees and expenses of more than one separate counsel in connection with any Claim in the same jurisdiction, in addition to any local counsel.

In the event that the foregoing indemnity is not available to an Indemnitee pursuant to the requirements of applicable law, the Indemnitor shall contribute to the liabilities and expenses paid or payable by such Indemnitee in such proportion as is appropriate to reflect (i) the relative benefits to the Indemnitor, on the one hand, and to M3, on the other hand, of the matters contemplated by this Agreement, or (ii) if the allocation provided by the immediately preceding clause is not permitted by the applicable law, not only such relative benefits but also the relative fault of the Indemnitor, on the one hand, and M3, on the other hand, in connection with the matters as to which such liabilities or expenses relate, as well as any other relevant equitable considerations. For purposes of this paragraph, the relative benefits to the Indemnitor, on the one hand, and to M3, on the other hand, of the matters contemplated by this Agreement shall be deemed to be in the same proportion as (a) the total value paid or received or contemplated to be paid or received by the Indemnitor in the transaction, whether or not any transaction is consummated, bears to (b) the fees paid or payable to M3 under this Agreement.

Neither M3 nor any other Indemnitee shall have any liability (whether direct or indirect and regardless of the legal theory advanced) to the Examiner or any person or entity asserting claims on behalf of or in right of the Examiner caused by, relating to, based upon or arising out of (directly or indirectly) this agreement or the engagement, except for losses, claims, damages, penalties or liabilities incurred by the Examiner which are finally determined by a non-appealable judgment of a court of competent jurisdiction to have resulted primarily and directly from the bad faith, willful misconduct or gross negligence of M3 or any such other Indemnitee, as the case may be. In no event shall M3 or any other Indemnitee be liable to the Examiner or its affiliates, successors, or any person claiming on behalf of or in the right of the Examiner (including the Examiner's owners,

parents, affiliates, directors, officers, employees, agents, security holders, or creditors) for (i) any amount which, when taken together with all losses for which M3 and the Indemnitee are liable in connection with this Agreement or the engagement, would exceed the amount of fees for the Services actually received by M3 from the Examiner in connection with the engagement during the immediately preceding 12 months or (ii) any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity).

In the event that any M3 personnel are requested or required to appear as a witness in connection with any claim, action or proceeding relating to or arising as a result of the engagement or the provision of the services, the Examiner's use or disclosure of the deliverables, or this Agreement, the Indemnitor shall, to the extent permitted by applicable law, reimburse M3 for all reasonable and documented out-of-pocket expenses incurred by it in connection with such personnel appearing and preparing to appear as a witness, including, without limitation, the reasonable fees and disbursements of its legal counsel, and to compensate M3 at a rate equal to M3's then standard hourly rate for the relevant personnel for each day that such personnel is involved in preparation, discovery proceedings or testimony pertaining to such Claim. Additionally, M3 will have the right to obtain advice from independent legal counsel with respect to its actual or potential obligations and liability hereunder and the Indemnitor will promptly reimburse M3 for the reasonable out-of-pocket fees and expenses paid by M3 on account thereof.

The provisions of this Exhibit D shall (a) be deemed to be an integral part of the retention of M3, (b) survive the termination or expiration of such retention for any reason, (c) inure to the benefit of any successors, assigns, heirs or personal representative of any Indemnitee and (d) be in addition to any other rights available to an Indemnitee under applicable law. The provisions of this Exhibit D shall be binding upon the Examiner, the Indemnitor, and their respective successors and assigns.