

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

**In re:**

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

**Chapter 11**

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

**Jointly Administered**

**FIRST NOTICE OF ASSUMPTION (AND ASSIGNMENT) OF  
CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

**PARTIES RECEIVING THIS NOTICE SHOULD CHECK SCHEDULE 1  
ATTACHED HERETO FOR THEIR NAMES AND THEIR CONTRACTS  
OR LEASES AND READ THE CONTENTS OF THIS NOTICE  
CAREFULLY.**

**PLEASE TAKE NOTICE** that, on August 29, 2025, the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (the “**Court**”). The Debtors’ chapter 11 cases are being jointly administered under case number 25-11897 (SHL) (the “**Chapter 11 Cases**”).

**PLEASE TAKE FURTHER NOTICE** that, on November 3, 2025, the Court entered the order attached hereto (without exhibits) as **Schedule 2** [Docket No. 388] (the “**Order**”)<sup>2</sup> that, among other things, authorized and established procedures for the assumption (and assignment) of Contracts and Leases (the “**Assumption Procedures**”).

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Order and this written notice (this “**Assumption Notice**”), the Debtors hereby notify you that they have determined, in the exercise of their sound business judgment, that each Contract or Lease set forth on **Schedule 1** attached hereto is hereby assumed or assumed and assigned effective as of the date (the “**Assumption Date**”) set forth therein or such other date as the Debtors and the applicable Counterparty agree (including, with respect to an assumption and assignment, the effectiveness of the assignment in accordance with its terms).

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<sup>1</sup> The Debtors’ names and last four digits of their respective employer identification numbers are as follows: Spirit Aviation Holdings, Inc. (1797); Spirit Airlines, LLC (7023); Spirit Finance Cayman 1 Ltd. (7020); Spirit Finance Cayman 2 Ltd. (7362); Spirit IP Cayman Ltd. (4732); and Spirit Loyalty Cayman Ltd. (4752). The Debtors’ mailing address is 1731 Radiant Drive, Dania Beach, FL 33004.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Order or the Motion, as applicable. A copy of the Motion and additional information about the Chapter 11 Cases can be accessed on the Debtors’ case information website located at <https://dm.epiq11.com/SpiritAirlines>. If you have any questions, please contact, Epiq, the Debtors’ claims and noticing agent, at +1-888-290-5211 (toll-free in the U.S. and Canada), +1-503-694-4156 (international), or email [SpiritAirlines@epiqglobal.com](mailto:SpiritAirlines@epiqglobal.com). Epiq cannot provide legal advice.

**PLEASE TAKE FURTHER NOTICE** that, in accordance with the Assumption Procedures, parties seeking to object to the proposed assumption (and assignment) of any of the Contracts or Leases on **Schedule 1** attached hereto, or the proposed Cure Costs listed thereon, must file and serve a written objection so that such objection is filed with the Court on the docket of the Chapter 11 Cases and that the following parties actually receive such objection no later than **4:00 p.m. (prevailing Eastern Time) on April 13, 2026** (the “**Assumption Objection Deadline**”): (a) the U.S. Trustee, 1 Bowling Green, New York, NY 10004, Attn: Shara Cornell (shara.cornell@usdoj.gov) and Rachael E. Siegel (Rachael.E.Siegel@usdoj.gov); (ii) counsel to the Debtors, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner, Darren S. Klein, Christopher S. Robertson, and Joseph S. Brown; (iii) counsel to the Official Committee of Unsecured Creditors (the “**Committee**”), Willkie Farr & Gallagher LLP, 787 7th Avenue, New York, NY 10019, Attn: Brett H. Miller, Todd M. Goren, James H. Burbage, and Jessica D. Graber (bmiller@willkie.com, tgoren@willkie.com, jrburbage@willkie.com, and jgrabr@willkie.com); (iv) counsel to the Ad Hoc Group of Senior Secured Noteholders, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Michael S. Stamer and Jason Rubin; and (v) counsel to the RCF Agent, Milbank LLP, 55 Hudson Yards, New York, NY 10001-2163, Attn: Andrew Harmeyer and Jason Kestecher (collectively, the “**Objection Service Parties**”). Please note that the Assumption Objection Deadline may be extended with respect to a particular Contract or Lease with the written consent of the Debtors (email being sufficient).

**PLEASE TAKE FURTHER NOTICE** that each Assumption Objection must (a) be in writing, in English, and in text-searchable format, (b) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and the Court’s *Order Implementing Certain Notice and Case Management Procedures* [Docket No. 61], and (c) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Costs that the Counterparty believes are required to cure any alleged defaults under the relevant Contract or Lease pursuant to section 365(b) of the Bankruptcy Code.

**PLEASE TAKE FURTHER NOTICE** that, in accordance with subparagraph (f) of the Assumption Procedures, the Debtors reserve the right to remove any Contract or Lease from **Schedule 1** hereto at any time prior to the occurrence of the applicable proposed Assumption Date (including upon the failure of any proposed assumption and assignment to become effective in accordance with its terms).

**PLEASE TAKE FURTHER NOTICE** that, absent the proper and timely filing and service of an Assumption Objection, (a) the assumption (and, if applicable, assignment) of each Contract and Lease set forth on **Schedule 1** attached hereto shall become effective on the Assumption Date and (b) the proposed Cure Amount set forth on **Schedule 1** attached hereto shall be binding on all applicable Counterparties, and no amount in excess thereof shall be paid for cure purposes under section 365(b) of the Bankruptcy Code.

**PLEASE TAKE FURTHER NOTICE** that, if an Assumption Objection is properly and timely filed and served, and not withdrawn or resolved, the Debtors may request that the Court schedule a hearing on such objection. If such Assumption Objection is overruled or withdrawn, such Contract or Lease (and any Cure Costs in connection therewith) shall be treated as set forth in the immediately preceding paragraph, unless otherwise ordered by the Court.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Order, absent a further order of the Court or written agreement from the Debtors (email being sufficient), all Counterparties are prohibited from setting off, recouping, or otherwise utilizing any monies deposited by the Debtors with such Counterparty as a security deposit or pursuant to another similar arrangement.

Dated: March 30, 2026  
New York, New York

DAVIS POLK & WARDWELL LLP

*/s/ Darren S. Klein*

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450 Lexington Avenue

New York, NY 10017

Tel.: (212) 450-4000

Marshall S. Huebner

Darren S. Klein

Christopher S. Robertson

Joseph W. Brown

Noah Z. Sosnick

*Counsel to the Debtors and Debtors in Possession*

**Schedule 1**

**Schedule of Assumed (and Assigned) Contracts and Leases**

Schedule of Assumed Contracts and Leases<sup>1</sup>

#	DEBTOR	COUNTERPARTY	ASSUMED CONTRACT / LEASE	CURE AMOUNT	ASSUMPTION DATE
1	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	AERIS HOLDING COSTA RICA, S.A.	(SJO) TERMINAL/ STATION OFFICE, COUNTERS, OPERATIONAL SUPPORT AND ELECTROMECHANIC. AMENDMENT 7/1/2023	\$0.00	3/30/2026
2	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	AERONAUTICA CIVIL (AEROCIVIL)	[AXM] LEASE AGREEMENT NO AXM-RR-DROC-010-2022 DATED 3/2/2022	\$0.00	3/30/2026
3	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	AERONAUTICA CIVIL (AEROCIVIL)	[BAQ] LEASE AGREEMENT BAQ-AEROCIVIL-AR-007-22 DATED 3/17/2025	\$0.00	3/30/2026
4	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	AERONAUTICA CIVIL (AEROCIVIL)	[CLO] AMEDMENT NO 7 TO LEASE AGREEMENT NO CO/022-018, AGREEMENT DATE 10/24/2018	\$0.00	3/30/2026
5	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	AEROPUERTO DE CANCUN S.A. DE C.V	[CUN] LEASE AGREEMENT DATED 11/1/2025	\$0.00	3/30/2026
6	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	AEROPUERTO INTERNACIONAL DEL CIBAO S.A	[STI] LEASE AGREEMENT FOR SPACE DATED 6/5/2015 - CONTRATO DE ARRENDAMIENTO DE ESPACIO DATED 1/25/2022	\$0.00	3/30/2026
7	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	AEROPUERTOS DOMINICANOS SIGLO XXI S.A.	[SDQ] LEASE AMENDMENT DATED 2/3/2012; AMENDS LEASE DATED 7/7/1999	\$0.00	3/30/2026
8	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	AEROSTAR	AIRPORT USE AGREEMENT FOR LUIZ MUNOZ MARIN INTERNATIONAL AIRPORT BY AND AMONG THE PUERTO RICO PORTS AUTHORITY AND THE LESSEE AND SPIRIT AIRLINES DATED 2/27/2013	\$0.00	3/30/2026
9	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	AIRPLAN / AEROCIVIL	[MDE - AIRPLAN] AMENDMENT NO 2 TO LEASE AGREEMENT NO 002-04-01-190-086-10 DATED 11/2/2022 [MDE - AEROCIVIL] LEASE AGREEMENT NO RG-AR-001-22 DATED 12/27/2022	\$0.00	3/30/2026
10	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	ARUBA AIRPORT AUTHORITY N.V	AIRPORT USE AGREEMENT DATED SEPTEMBER 2007	\$0.00	3/30/2026
11	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	ARUBA AIRPORT AUTHORITY N.V	LEASE CONTRACT DATED JUNE 2015	\$0.00	3/30/2026
12	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	BELIZE AIRPORT CONCESSION COMPANY LTD	[BZE] AGREEMENT NO. BACC 50 - AIRPORT FACILITIES DATED 11/21/2025	\$0.00	3/30/2026
13	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	BROWARD COUNTY	AIRPORT-AIRLINE USE AND LEASE AGREEMENT DATED 10/1/2011 AS AMENDED AND SIGNATORY TERMINAL BUILDING LEASE AGREEMENT DATED 9/27/2011 AS AMENDED	\$0.00	3/30/2026
14	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	BURBANK-GLENDALE-PASADENA AIRPORT AUTHORITY	NON-SIGNATORY AIR CARRIER OPERATING PERMIT AND AIRPORT USE AGREEMENT AS AMENDED DATED JULY 1, 2025	\$0.00	3/30/2026
15	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	CHARLESTON COUNTY AVIATION AUTHORITY	LETTER OF AUTHORIZATION PER ORDINANCE 01-02 (THE "PERMIT") DATED 1/30/2023	\$0.00	3/30/2026
16	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	CITY OF ATLANTA	AIRPORT USE AND LEASE AGREEMENT DATED 10/27/2017	\$0.00	3/30/2026
17	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	CITY OF AUSTIN	NON-SIGNATORY AIRLINE USE AND LEASE AGREEMENT DATED 1/5/2026	\$0.00	3/30/2026

1. For the avoidance of doubt, each reference herein to a Contract or Lease includes any applicable ancillary documents, including any amendments, modifications, or supplements thereto.

Schedule of Assumed Contracts and Leases<sup>1</sup>

#	DEBTOR	COUNTERPARTY	ASSUMED CONTRACT / LEASE	CURE AMOUNT	ASSUMPTION DATE
18	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	CITY OF CHARLOTTE	AIRLINE USE AND LEASE AGREEMENT DATED 7/1/2016	\$0.00	3/30/2026
19	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	CITY OF CHICAGO	AIRLINE USE AND LEASE AGREEMENT DATED 5/12/2018	\$0.00	3/30/2026
20	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	CITY OF HOUSTON	AIRPORT USE AND LEASE AGREEMENT DATED 7/1/1998	\$0.00	3/30/2026
21	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	CITY OF HOUSTON	INTERNATIONAL FACILITIES AGREEMENT DATED 5/1/2023	\$0.00	3/30/2026
22	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	CITY OF PENSACOLA	AIRLINE OPERATING AGREEMENT AND TERMINAL BUILDING LEASE DATED MAY 25, 2021	\$0.00	3/30/2026
23	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	CITY OF PHILADELPHIA	AIRPORT-AIRLINE USE AND LEASE AGREEMENT DATED 4/4/2013 AS AMENDED	\$0.00	3/30/2026
24	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	COMISION EJECUTIVA PORTUARIA AUTONOMA	[SAL] LEASE AGREEMENT # 002-04-01-190-086-10 DATED 3/10/2025	\$0.00	3/30/2026
25	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	DANIA LIVE 1748 II LLC	GROUND LEASE DATED DECEMBER 18, 2019 AS AMENDED	\$0.00	3/30/2026
26	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	DELTA AIR LINES, INC.	BWI SPIRIT SUBLEASE	\$0.00	3/30/2026
27	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	DIRECCION GENERAL DE AERONAUTICA CIVIL - DGAC	[GUA] TERMINAL / STATION SERVICE AGREEMENT (GUA) DATED 15 DEC 2021	\$0.00	3/30/2026
28	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	EMPRESA ADMINISTRADORA DE AEROPUERTOS NACIONALES E INTERNACIONALES EAAI	[MGA] LEASE AGREEMENT #71 DATED 7/31/2025	\$0.00	3/30/2026
29	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	EMPRESA HONDURENA INFRAESTRUCTURA Y SERVICIOS AEROPORTUARIOS - EHISA S.A.	[SAP] TERMINAL / STATION LEASE DATED 9/29/2020	\$0.00	3/30/2026
30	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	GENERAL AIR SERVICES S.A.	[PUJ] FIRST CONTRACT AMENDMENT DATED 4/1/2013; AMENDS AGREEMENT DATED 2/16/2012 - THIRD CONTRACT AMENDMENT DATED 5/1/2016	\$0.00	3/30/2026
31	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	GRAND CAYMAN - OWEN ROBERTS INTERNATIONAL	OPERATING PERMIT	\$0.00	3/30/2026
32	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	HILLSBOROUGH COUNTY AVIATION AUTHORITY	AIRLINE - AIRPORT USE AND LEASE AGREEMENT DATED APRIL 1, 2010 AS AMENDED	\$0.00	3/30/2026
33	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	HORRY COUNTY	SIGNATORY AIRLINE CONTRACT AND AIRPORT USE AGREEMENT DATED 7/1/2014	\$0.00	3/30/2026
34	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	INDIANAPOLIS AIRPORT AUTHORITY	AGREEMENT AND LEASE OF PREMISES DATED 11/23/2023	\$0.00	3/30/2026
35	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	LEE COUNTY PORT AUTHORITY	AIRLINE-AIRPORT USE AND LEASE AGREEMENT DATED 1/18/2024 AS AMENDED	\$0.00	3/30/2026

Schedule of Assumed Contracts and Leases<sup>1</sup>

#	DEBTOR	COUNTERPARTY	ASSUMED CONTRACT / LEASE	CURE AMOUNT	ASSUMPTION DATE
36	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	LIMA AIRPORT PARTNERS S.R.L	LIM- CONTRATO DE ACCESO N° 50000050 BAGOFFICE STATION LEASED DATE 06/1/2025 / CONTRATO DE ACCESO N° 50000051 - BAGGAGE DESPOSIT STATION LEASE DATED 6/1/2025	\$0.00	3/30/2026
37	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	MARYLAND AVIATION ADMINISTRATION	USE AND LEASE AGREEMENT MAA-LC-20-014 DATED 7/1/2019	\$0.00	3/30/2026
38	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	MASSACHUSETTS PORT AUTHORITY	TERMINAL LEASE #LL29934 DATED 10/4/2016 AS AMENDED	\$0.00	3/30/2026
39	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	MBJ AIRPORT LIMITED	[MBJ] AIR TERMINAL SPACE LICENCE JANUARY 1, 2025 - DECEMBER 31, 2026	\$0.00	3/30/2026
40	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	MEMPHIS-SHELBY COUNTY AIRPORT AUTHORITY	AIRPORT NON-SIGNATORY AIRLINE OPERATING PERMIT DATED SEPTEMBER 1, 2025	\$0.00	3/30/2026
41	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	MIAMI-DADE COUNTY FLORIDA	2018 AIRLINE USE AGREEMENT DATED JUNE 8, 2021	\$0.00	3/30/2026
42	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	MONROE COUNTY	NON-SIGNATORY AIRLINE OPERATING AGREEMENT DATED NOVEMBER 5, 2025	\$0.00	3/30/2026
43	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	OINAC - OPERADORA INTERNACIONAL AEROPUERTO DE CARTAGENA	[CTG] LEASE AGREEMENT NO C-262 DATED 12/4/2024	\$0.00	3/30/2026
44	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	OPAIN	[BOG] AMEDMENT # 8 TO LEASE AGREEMENT NO OP-DC-CA-T1-0043-12, AGREEMENT DATE 9/27/2012 [BOG] LEASE AGREEMENT NO OP-DC-CA-T2-0134-13	\$0.00	3/30/2026
45	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	PAC KINGSTON AIRPORT LIMITED	[KIN] AIRPORT SPACE LICENCE MAY 1 2025 TO APRIL 30, 2031	\$0.00	3/30/2026
46	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	PALM BEACH COUNTY	AIRLINE-AIRPORT USE AND LEASE AGREEMENT (R-2016-0157) DATED 12/4/2015 AS AMENDED WITH ADDENDUMS	\$0.00	3/30/2026
47	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	PALMEROLA INTERNATIONAL AIRPORT S.A. DE C.V.	[XPL] LEASE FIRST CONTRACT AMENDMENT DATED 11/5/2024	\$0.00	3/30/2026
48	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	PORT AUTHORITY OF NY & NJ	AGREEMENT OF LEASE AGB-240 DATED MARCH 15, 2021	\$0.00	3/30/2026
49	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	PRINCESS JULIANA INTERNATIONAL AIRPORT OPERATING COMPANY N.V.	NEW RENTAL RATES AND SERVICE FEES	\$0.00	3/30/2026
50	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	PUERTO RICO PORTS AUTHORITY	AIRPORT USE AGREEMENT FOR LUIZ MUNOZ MARIN INTERNATIONAL AIRPORT BY AND AMONG THE PUERTO RICO PORTS AUTHORITY AND THE LESSEE AND SPIRIT AIRLINES DATED 2/27/2013	\$0.00	3/30/2026
51	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	RALEIGH-DURHAM AIRPORT AUTHORITY	OPERATING AGREEMENT DATED APRIL 16, 2019 AS AMENDED	\$0.00	3/30/2026
52	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	RENO-TAHOE AIRPORT AUTHORITY	AIRLINE OPERATING AGREEMENT DATED JULY 18, 2022	\$0.00	3/30/2026

Schedule of Assumed Contracts and Leases<sup>1</sup>

#	DEBTOR	COUNTERPARTY	ASSUMED CONTRACT / LEASE	CURE AMOUNT	ASSUMPTION DATE
53	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	SOUTH JERSEY TRANSPORTATION AUTHORITY	SOUTH JERSEY TRANSPORTATION AUTHORITY LEASE AGREEMENT EFFECTIVE 2013	\$0.00	3/30/2026
54	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	TERMINAL AEROPORTUARIA GUAYAQUIL SA - TAGSA -	[GYE] LEASE AGREEMENT TAGSA-GC-CC-002-21 DATED 3/1/2021	\$0.00	3/30/2026
55	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	VIRGIN ISLANDS PORT AUTHORITY	LEASE TERM AGREEMENT	\$784.82	3/30/2026
56	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	VIRGIN ISLANDS PORT AUTHORITY	LEASE TERM AGREEMENT	\$139.81	3/30/2026
57	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	WAYNE COUNTY AVIATION AUTHORITY	AIRPORT USE AND LEASE AGREEMENT DATED JULY 1, 2008 AS AMENDED <sup>2</sup>	\$0.00	3/30/2026
58	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	WAYNE COUNTY AVIATION AUTHORITY	AIRPORT HANGAR GROUND LEASE DATED SEPTEMBER 16, 2015 AS AMENDED	\$0.00	3/30/2026
59	SPIRIT AIRLINES, LLC (F/K/A SPIRIT AIRLINES, INC.)	WESTMORELAND COUNTY AIRPORT AUTHORITY	AGREEMENT DATED FEBRUARY 2, 2011	\$0.00	3/30/2026

2. Amended to remove one gate.

**Schedule 2**

**Order (without form Notices)**

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

**In re:**

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

**Chapter 11**

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

**Jointly Administered**

**ORDER APPROVING MOTION OF DEBTORS FOR ENTRY OF AN ORDER  
(I) APPROVING PROCEDURES TO ASSUME, ASSUME AND  
ASSIGN, OR REJECT EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND  
(II) GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)<sup>2</sup> of Spirit Aviation Holdings, Inc. and its affiliates (collectively, the “**Debtors**”), each of which is a debtor and debtor in possession in the Chapter 11 Cases, for entry of an order, pursuant to sections 105, 363, 365 and 554 of the Bankruptcy Code and Bankruptcy Rules 6004, 6006, and 6007, (a) authorizing and establishing (i) the Assumption Procedures herein for (A) assuming and (B) assuming and assigning (in each case, potentially on an amended basis) Contracts and Leases, and the determination of Cure Costs (as defined below) with respect thereto, and (ii) the Rejection Procedures herein for (A) rejecting Contracts and Leases and (B) abandoning personal property in connection with any rejected Contract or Lease and (b) authorizing and approving the Notices to affected Counterparties, substantially in the form attached hereto, as more fully described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *Order of Reference to Bankruptcy Judges*, General Order 2012-6 (S.D. Tex. May 24, 2012) (Hinojosa,

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<sup>1</sup> The Debtors’ names and last four digits of their respective employer identification numbers are as follows: Spirit Aviation Holdings, Inc. (1797); Spirit Airlines, LLC (7023); Spirit Finance Cayman 1 Ltd. (7020); Spirit Finance Cayman 2 Ltd. (7362); Spirit IP Cayman Ltd. (4732); and Spirit Loyalty Cayman Ltd. (4752). The Debtors’ mailing address is 1731 Radiant Drive, Dania Beach, FL 33004.

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

C.J.); and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and the Court having jurisdiction to decide the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157(a)-(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the relief requested in the Motion having been provided; such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having held a hearing to consider the relief requested in the Motion (the “**Hearing**”); and upon the record of the Hearing, and upon all of the proceedings had before the Court; and after due deliberation the Court having determined that the legal and factual bases set forth in the Motion establish good and sufficient cause for the relief granted herein; and is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and all objections and reservations of rights filed or asserted in respect of the Motion, if any, having been withdrawn, resolved, or overruled; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The following procedures (the “**Assumption Procedures**”) are hereby approved in connection with assuming or assuming and assigning Contracts and Leases:

- (a) **Assumption Notice**. To assume (and assign) a Contract or Lease in accordance herewith, the Debtors shall file a notice, substantially in the form attached hereto as **Exhibit 1** (the “**Assumption Notice**”), that includes a copy of this Order (without the form Notices attached hereto) and sets forth, among other things, the following: (i) the Contracts or Leases to be assumed (and assigned); (ii) the names and addresses of the applicable Counterparties; (iii) the name of the applicable Debtor; (iv) the identity of any proposed assignee of such Contracts or Leases (the “**Assignee**”); (v) the

effective date of the assumption (and assignment) for such Contracts or Leases (the “**Assumption Date**”), which may be the filing date of the Assumption Notice; (vi) the proposed amount necessary to cure any monetary defaults under such Contracts or Leases (the “**Cure Costs**”); (vii) a description of any material amendments to such Contracts or Leases made outside the ordinary course of business and in connection with the assumption (and assignment); and (viii) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Debtors shall consult with counsel to (x) the Committee (defined below) and (y) the DIP Lenders<sup>3</sup> and Ad Hoc Committee of Secured Noteholders<sup>4</sup> prior to filing any Assumption Notice in the Chapter 11 Cases. Each Assumption Notice may list multiple Contracts or Leases; *provided* that each Assumption Notice shall be text-searchable, the number of counterparties to Contracts and Leases listed shall be limited to no more than 100, and the Assumption Notice shall list all Contracts and Leases alphabetically by Counterparty. A copy of such Assumption Notice shall be served upon the applicable Counterparty in accordance with subparagraph (b) below. For the avoidance of doubt, nothing herein shall prejudice the Debtors’ right to file multiple separate Assumption Notices in their sole discretion.

- (b) **Service of Assumption Notice.** The Debtors will cause the Assumption Notice to be served via overnight delivery service, fax, or email upon the Counterparties and any Assignees listed thereon and each of the Objection Service Parties (as defined and set forth below). The Debtors shall also deliver to a Counterparty to a Contract or Leases being assumed and assigned in accordance with the Assumption Procedures (upon such Counterparty’s written request to the Debtors’ proposed counsel) with evidence of adequate assurance of performance of a proposed Assignee.
- (c) **Objection Procedures.** The deadline to file an objection (“**Assumption Objection**”) to the proposed assumption (and assignment) of a Contract or Lease will be 4:00 p.m. (prevailing Eastern Time) on the date that is 14 days from the date the Assumption Notice is filed and served (the “**Assumption Objection Deadline**”). The Assumption Objection Deadline may be extended with respect to a particular Contract or Lease with the written consent of the Debtors (email being sufficient). An Assumption Objection will be considered timely only if, on or prior to the Assumption Objection Deadline, it is filed with the Court and served upon the following: (i) the

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<sup>3</sup> As defined in the (I) *Interim Order (A) Authorizing the Debtors to Obtain Postpetition Financing; (B) Granting Senior Secured Liens and Superpriority Administrative Expense Claims; (C) Granting Adequate Protection; (D) Modifying the Automatic Stay; (E) Scheduling a Final Hearing on the Motion; and (F) Granting Related Relief; and (II) Third Interim Order (A) Authorizing the Debtors to Utilize Cash in the Encumbered Accounts; (B) Granting Adequate Protection; (C) Modifying the Automatic Stay; (D) Scheduling a Final Hearing on the Motion; and (E) Granting Related Relief* [ECF No. 250] (the “**Interim DIP Order**”).

<sup>4</sup> As defined in the Interim DIP Order.

U.S. Trustee, 1 Bowling Green, New York, NY 10004, Attn: Shara Cornell (shara.cornell@usdoj.gov) and Rachael E. Siegel (Rachael.E.Siegel@usdoj.gov); (ii) proposed counsel to the Debtors, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner, Darren S. Klein, Christopher S. Robertson and Joseph S. Brown; (iii) proposed counsel to the Official Committee of Unsecured Creditors (the “**Committee**”), Willkie Farr & Gallagher LLP, 787 7th Avenue, New York, NY 10019, Attn: Brett H. Miller, Todd M. Goren, James H. Burbage, and Jessica D. Graber (bmiller@willkie.com, tgoren@willkie.com, jburbage@willkie.com, and jgrabber@willkie.com); (iv) counsel to the Ad Hoc Group of Senior Secured Noteholders, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, NY 10036, Attn: Michael S. Stamer and Jason Rubin; and (v) counsel to the RCF Agent, Milbank LLP, 55 Hudson Yards, New York, NY 10001-2163, Attn: Andrew Harmeyer and Jason Kestecher (collectively, the “**Objection Service Parties**”). In addition to the foregoing, an Assumption Objection must (i) be in writing, in English, and in text-searchable format, (ii) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and Complex Procedures, and (iii) state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Costs that the Counterparty believes are required to cure any alleged defaults under the relevant Contract or Lease pursuant to section 365(b) of the Bankruptcy Code. For the avoidance of doubt, an objection to the assumption (and assignment) of any particular Contract or Lease listed on an Assumption Notice shall not constitute an objection to the assumption (or assignment) of any other Contract or Lease listed thereon.

- (d) **No Unresolved Objection.** If there is no outstanding and unresolved timely and properly filed Assumption Objection, (i) each Contract and Lease on the applicable Assumption Notice shall be deemed assumed (and, if applicable, assigned) as of the Assumption Date or such other date as may be agreed to by the Debtors and the applicable Counterparty (including, with respect to an assumption and assignment, the effectiveness of the assignment in accordance with its terms) and (ii) the proposed Cure Cost listed in the applicable Assumption Notice shall be binding on all applicable Counterparties and no amount in excess thereof shall be paid for cure purposes under section 365(b) of the Bankruptcy Code.
- (e) **Unresolved Objection.** If a timely and properly filed Assumption Objection remains outstanding and unresolved, the Debtors may request that the Court schedule a hearing on such objection. If such Assumption Objection is overruled or withdrawn, such Contract or Lease shall be treated as set forth in the immediately preceding subparagraph (d), unless otherwise ordered by the Court.
- (f) **Modifications of Assumption Notice.** The Debtors reserve the right to remove any Contract or Lease from the schedule to any Assumption Notice

at any time prior to its proposed Assumption Date (including upon the failure of any proposed assumption and assignment to become effective in accordance with its terms).

2. The Debtors are hereby authorized, pursuant to section 363(b) of the Bankruptcy Code, to amend any Contract or Lease in connection with the assumption thereof and in accordance with its terms.

3. Subject to and conditioned upon the effectiveness with respect to the assumption and assignment of a Contract or Lease, and subject to the other provisions of this Order (including the Assumption Procedures), the Debtors are hereby authorized, in accordance with sections 365(b) and (f) of the Bankruptcy Code, to (a) assume and assign to any Assignee any applicable Contract or Lease, with any applicable Assignee being responsible only for the post-assignment liabilities or defaults under the applicable Contract or Lease, except as otherwise provided for in this Order, and (b) execute and deliver to any applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer any such Contract or Lease.

4. Any Lease listed on an Assumption Notice filed in accordance with the terms of this Order and before the Debtors' deadline to assume unexpired leases of non-residential real property and which is not subject to an Assumption Objection, pursuant to section 365(d)(4) of the Bankruptcy Code, shall ultimately be deemed assumed as of the date listed on the Assumption Notice. Nothing herein shall preclude the Debtors from seeking extensions of the deadline set forth in section 365(d)(4) of the Bankruptcy Code.

5. The Debtors' right to assert that any provisions in a Contract that expressly or effectively restrict, prohibit, condition, or limit the assignment of or the effectiveness of the Contract are unenforceable anti-assignment or *ipso facto* clauses is fully reserved.

6. The following procedures (the "**Rejection Procedures**") are hereby approved in connection with rejecting Contracts and Leases:

- (a) **Rejection Notice.** To reject a Contract or Lease in accordance herewith, the Debtors shall file a notice, substantially in the form attached hereto as **Exhibit 2** (the “**Rejection Notice**”), that includes a copy of this Order (without the form Notices attached hereto) and sets forth, among other things, the following: (i) the Contracts or Leases to be rejected; (ii) the names and addresses of the applicable Counterparties; (iii) the name of the applicable Debtor; (iv) the effective date of the rejection for such Contracts or Leases (the “**Rejection Date**”) (which may be the date of filing of the Rejection Notice) or, for a real property Lease, may be the date upon which the applicable Debtor surrenders in writing (including via email) the premises to the landlord and returns the keys, key codes, or security codes, as applicable; (v) a reasonable description of any personal property to be abandoned in connection with the proposed rejection; and (vi) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). Each Rejection Notice may list multiple Contracts or Leases; *provided* that each Rejection Notice shall be text-searchable, the number of counterparties to Contracts and Leases listed shall be limited to no more than 100, and the Rejection Notice shall list all Contracts and Leases alphabetically by Counterparty. A copy of such Rejection Notice shall be served upon the applicable Counterparty in accordance with subparagraph (b) below. For the avoidance of doubt, nothing herein shall prejudice the Debtors’ right to file multiple separate Rejection Notices in their sole discretion.
- (b) **Service of Rejection Notice.** The Debtors shall cause the Rejection Notice to be served via overnight delivery service, fax, or email upon the Counterparties listed thereon and each of the Objection Service Parties.
- (c) **Objection Procedures.** The deadline to file an objection (“**Rejection Objection**”) to the proposed rejection of a Contract or Lease or any proposed abandonment of personal property in connection therewith shall be 4:00 p.m. (prevailing Eastern Time) on the date that is fourteen (14) days from the date the Rejection Notice is filed and served (the “**Rejection Objection Deadline**”). The Rejection Objection Deadline may be extended with respect to a particular Contract or Lease with the written consent of the Debtors (email being sufficient). A Rejection Objection will be considered timely only if, on or prior to the Rejection Objection Deadline, it is filed with the Court and served upon the Objection Service Parties. In addition to the foregoing, a Rejection Objection must (i) be in writing, in English, and in text-searchable format, (ii) comply with the Bankruptcy Code, Bankruptcy Rules, Local Rules, and Complex Procedures, and (iii) state, with specificity, the legal and factual bases thereof. For the avoidance of doubt, an objection to the rejection of any particular Contract or Lease listed on a Rejection Notice shall not constitute an objection to the rejection of any other Contract or Lease listed thereon. For the further avoidance of doubt, if a Rejection Objection only pertains to the abandonment of personal property but not the underlying rejection of the related Contract or Lease,

or vice versa, only the component actually objected to shall be considered opposed.

- (d) **No Unresolved Objection.** If there is no outstanding and unresolved timely and properly filed Rejection Objection, each Contract and Lease on the applicable Rejection Notice shall be deemed rejected as of the Rejection Date or such other date as may be agreed to by the Debtors and the applicable Counterparty.
- (e) **Unresolved Objection.** If a timely and properly filed Rejection Objection remains outstanding and unresolved, the Debtors may request that the Court schedule a hearing on such objection. If such Rejection Objection is overruled or withdrawn, such Contract or Lease shall be treated as set forth in the immediately preceding subparagraph (d), unless otherwise ordered by the Court.
- (f) **Modifications of Rejection Notice.** The Debtors reserve the right to remove any Contract or Lease from the schedule to any Rejection Notice at any time prior to the applicable Rejection Objection Deadline.
- (g) **Abandoned Property.** The Debtors are authorized, but not directed, to abandon any of the Debtors' personal property that may be located on the premises subject to the underlying rejected Contract or Lease, and such property shall be deemed abandoned pursuant to section 554 of the Bankruptcy Code at the same time that the underlying Contract or Lease is deemed rejected in accordance with subparagraphs (d)–(e) hereof. Counterparties may, in their sole discretion and without further notice or order of the Court, utilize or dispose of such abandoned property without any liability to the Debtors or third parties and, to the extent applicable, the automatic stay shall be deemed modified to the extent necessary to allow Counterparties to effectuate the foregoing.
- (h) **Rejection Damages.** Any claims arising out of the rejection of a Contract or Lease or the abandonment of any personal property in connection therewith must be filed by the later of (i) the deadline for filing proofs of claim established in the Chapter 11 Cases, (ii) 35 days after the date of filing of the applicable Rejection Notice, or (iii) if a Rejection Objection is timely and properly filed, 30 days after such objection is resolved, overruled, withdrawn, or adjudicated. Any person or entity that fails to timely file such proof of claim, (x) shall be forever barred, estopped, and enjoined from asserting such claim against the Debtors or thereafter filing a proof of claim with respect thereto in the Chapter 11 Cases, (y) shall not, with respect to such claim, be treated as a creditor of the Debtors for the purpose of voting on any plan in the Chapter 11 Cases, and (z) shall not receive or be entitled to receive any payment or distribution of property from the Debtors or their successors or assigns with respect to such claim in the Chapter 11 Cases.

7. The Debtors' assumption, assumption and assignment, and rejection of the Contracts and Leases in accordance with the Procedure is hereby approved and effective pursuant to section 365 of the Bankruptcy Code.

8. Approval of the Procedures and this Order shall not prevent the Debtors from seeking to assume or reject a Contract or Lease by separate court filing (*e.g.*, motion, stipulation, chapter 11 plan).

9. The Debtors shall not use the Assumption Procedures or Rejection Procedures to assume, assume and assign, or reject any unexpired leases of aircraft or aircraft engines.

10. Absent order of the Court or written agreement from the Debtors (email being sufficient), all Counterparties are prohibited from setting off, recouping, or otherwise utilizing any monies deposited by the Debtors with such Counterparty as a security deposit or pursuant to another similar arrangement.

11. The 14-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

12. All rights and defenses of the Debtors are preserved, including all rights and defenses of the Debtors with respect to a claim for damages arising as a result of an assumption, assumption and assignment, or rejection of a Contract or Lease. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract or Lease is terminated and is no longer an executory contract or unexpired lease, respectively.

13. The Debtors' rights to assign any Contract or Lease that is assumed (but not assigned pursuant to the applicable Rejection Notice) are not modified and expressly preserved, and nothing herein shall waive the Debtors' rights to subsequently assign any such assumed Contract or Lease pursuant to section 365 of the Bankruptcy Code or applicable law.

14. Any period of time prescribed or allowed by the Procedures shall be computed in accordance with Bankruptcy Rule 9006.

15. Notwithstanding the relief granted herein and any actions taken hereunder (including under the Procedures), nothing contained herein shall (a) create, nor is it intended to create, any rights in favor of, or enhance the status of any claim held by, any person or entity or (b) be deemed to convert the priority of any claim from a prepetition claim into an administrative expense claim.

16. Nothing in this Order nor the Debtors' payment of claims pursuant to this Order shall be construed as or deemed to constitute (a) an agreement or admission by the Debtor as to the amount, priority, character, or validity of any claim against the Debtor on any grounds, (b) a grant of third-party beneficiary status or bestowal of any additional rights on any third party, (c) a waiver or impairment of any rights, claims, or defenses of the Debtors' or any party in interest's rights to dispute the amount, priority, character, or validity of any claim on any grounds, whether under bankruptcy or non-bankruptcy law, (d) a promise by the Debtor to pay any claim, (e) an implication or admission by the Debtor that such claim is payable pursuant to this Order, or (f) a waiver of the Debtors' or any party in interest's right to contest any Lien or Interest and efforts to exercise associated remedies during the Chapter 11 Case

17. This Order shall be binding on the Debtors, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estates of the Debtors.

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

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

20. The Court retains exclusive jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: November 3, 2025  
White Plains, New York

/s/ Sean H. Lane  
THE HONORABLE SEAN H. LANE  
UNITED STATES BANKRUPTCY JUDGE