

**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

**NOTICE OF AUCTION RESULTS AND SCHEDULED HEARING FOR
THE CAMPUS PROPERTIES**

PLEASE TAKE NOTICE that 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**”) on August 29, 2025.

PLEASE TAKE FURTHER NOTICE that on June 22, 2026, the Court entered the *Order (I)(A) Approving Bidding Procedures for Sale of the Debtors’ Assets, (B) Authorizing the Potential Selection of Stalking Horse Bidder(s), (C) Approving Bid Protections, (D) Scheduling Auction(s) for, and Hearing(s) to Approve, the Sale of the Debtors’ Assets, (E) Approving the Form and Manner of Notices of Sale, Auction(s), and Sale Hearing(s), and (F) Approving the Assumption and Assignment Procedures* [ECF No. 1213] (the “**Bidding Procedures Order**”)² by which the Court, among other things, approved procedures (the “**Bidding Procedures**”) to be used in connection with one or more sales of the Debtors’ assets free and clear of all liens, claims, encumbrances, and other interests.

PLEASE TAKE FURTHER NOTICE that, on July 29, 2026, in accordance with the Bidding Procedures and the Bidding Procedures Order, the Debtors filed the *Notice of Selection of Stalking Horse Bidder for the Campus Properties* [ECF No. 1408] (the “**Stalking Horse Notice**”), designating the bid submitted by DPC HoldCo LLC as the Stalking Horse Bid for the Campus Properties.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures and the Bidding Procedures Order, the Debtors conducted an Auction with respect to the Campus Properties on **Tuesday, August 11, 2026** at the Debtors’ corporate headquarters, 1731 Radiant Drive, Dania Beach, FL 33004.

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

² Capitalized terms used but not defined herein are defined in the Bidding Procedures Order or the Stalking Horse Notice, as applicable.

PLEASE TAKE FURTHER NOTICE that, at the Auction, the Debtors (after consulting with the Consultation Parties) selected the following bid from DPC HoldCo LLC (the “**Successful Bidder**”) as the highest and best bid (the “**Successful Bid**”) and the following bid from REM Acquisition LLC (the “**Alternate Bidder**”) as the Alternate Bid, subject to entry of an order by the Court (the “**Order**”) approving the transaction with the Successful Bidder (or, if the Successful Bidder fails to consummate the transactions in accordance with the Bidding Procedures, the Alternate Bidder).³

Successful Bidder	Alternate Bidder
DPC HoldCo LLC For the entire Campus Gross Purchase Price (USD): \$93.25 million in cash and otherwise pursuant to the terms and conditions of its final bid placed at the Auction	REM Acquisition LLC For the entire Campus Gross Purchase Price (USD): \$97 million in cash and otherwise pursuant to the terms and conditions of its final bid placed at the Auction

PLEASE TAKE FURTHER NOTICE that the form of the purchase agreement (the “**Purchase Agreement**”) in connection with the Successful Bid for the Campus Properties is attached hereto as **Exhibit A**.

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the sale of the Campus Properties to the Successful Bidder (the “**Hearing**”) is scheduled for **11:00 a.m. on August 19, 2026**⁴ before the Honorable Sean H. Lane, United States Bankruptcy Judge, in the United States Bankruptcy Court for the Southern District of New York.

PLEASE TAKE FURTHER NOTICE that the Hearing will be conducted via Zoom for Government. Parties wishing to appear at or attend the Hearing (whether “live” or “listen only”) are required to register their appearance at <https://ecf.nysb.uscourts.gov/cgi-bin/nysbAppearances.pl> by **11:00 a.m. on August 18, 2026**. 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.

³ Despite its facially higher purchase price, the bid submitted by REM Acquisition LLC would have resulted in lower net proceeds to the Debtors’ estates after taking into account the amount that would have been payable to the Stalking Horse Bidder and certain other associated expenses.

⁴ All times herein are expressed in prevailing Eastern Time.

PLEASE TAKE FURTHER NOTICE that responses or objections to the relief requested at the Hearing shall be (a) in writing, in English, and in text-searchable format, (b) filed with the Court electronically, and (c) served on the Debtors and the Sale Notice Parties (as defined in the Motion) so as to be received no later than **4:00 p.m. on August 14, 2026** (the “**Objection Deadline**”), in each case, in accordance with the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”), the Court’s *Order Implementing Certain Notice and Case Management Procedures* [ECF No. 61], and the Court’s Chambers’ Rules (available at <https://www.nysb.uscourts.gov/content/judge-sean-h-lane>), to the extent applicable.

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

PLEASE TAKE FURTHER NOTICE that copies of the Bidding Procedures Order, the Bidding Procedures, this notice, and all other documents publicly filed with the Court can be accessed free at <https://dm.epiq11.com/SpiritAirlines>.

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Dated: August 12, 2026
New York, New York

DAVIS POLK & WARDWELL LLP

By: /s/ Christopher S. Robertson

450 Lexington Avenue

New York, NY 10017

Tel.: (212) 450-4000

Marshall S. Huebner

Darren S. Klein

Christopher S. Robertson

Counsel to the Debtors and Debtors in Possession

Exhibit A

Purchase Agreement

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (this “Agreement”), dated as of August 11, 2026, is entered into by and between DPC HOLDCO LLC, a Delaware limited liability company (“Purchaser”), and SPIRIT AIRLINES, LLC, a Delaware limited liability company (“Seller”). Purchaser and Seller are sometimes individually referred to in this Agreement as a “Party” and collectively as the “Parties.”

Recitals

WHEREAS, Seller is the fee owner of certain real property located in Broward County, Florida and more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Seller is the ground lessee with respect to certain real property located in Broward County, Florida and more particularly described on Exhibit B attached hereto and made a part hereof; and

WHEREAS, on August 29, 2025 (the “Petition Date”), Seller and certain related entities filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code (the “Bankruptcy Code”) in the United States District Court for the Southern District of New York (the “Bankruptcy Court”), which cases are being jointly administered under Case No. 25-11897 (SHL) (the “Bankruptcy Case”), and Seller is managing its affairs as a debtor in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code; and

WHEREAS, Seller desires to sell, transfer, convey, assign and deliver to Purchaser the Acquired Property (as defined below) and to assign to Purchaser the Assumed Liabilities (as defined below), and Purchaser desires to purchase and acquire the Acquired Property and to assume the Assumed Liabilities, upon the terms and subject to the conditions set forth herein; and

WHEREAS, the transaction contemplated by this Agreement (the “Transaction”) is subject to the approval of the Bankruptcy Court and will be consummated pursuant to a Bidding Procedures Order (as defined below) and a Sale Order (as defined below) entered in the Bankruptcy Case under Sections 105(a), 363, 365 and other applicable provisions of the Bankruptcy Code.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations, warranties and promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, in order to prescribe the terms and conditions of such purchase and sale, and intending to be legally bound, the Parties agree as follows:

1. Definitions. The following terms, as used herein, have the following meanings:

“Acquired Property” has the meaning set forth in Section 2.1.

“Affiliate” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such other Person. For purposes of this definition, “control” means the ownership of more than fifty percent

(50%) of the voting share capital of an entity or any other comparable equity or ownership interest.

“Agreement” has the meaning set forth in the preamble.

“Allocation” has the meaning set forth in Section 2.6(b).

“Alternative Transaction” means a transaction or series of transactions pursuant to which Seller (i) accepts a Qualified Bid, other than that of Purchaser, as the highest or best offer for all of a portion of the Acquired Property, or (ii) sells, transfers, leases or otherwise disposes of, directly or indirectly, including through an asset sale, stock sale, merger, reorganization or other similar transaction (by Seller or otherwise), including pursuant to a chapter 11 plan or refinancing, all or a portion of the Acquired Property to a Person or Persons other than Purchaser, including, without limitation, a sale of all or a portion of the Acquired Property to a Person other than Purchaser pursuant to the Auction (as hereinafter defined).

“Applicable Law” means any Law to which a specified Person or property is subject.

“Assigned Contracts” has the meaning set forth in Section 2.1(c).

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Backup Bid” has the meaning set forth in Section 7.4(d).

“Backup Bidder” has the meaning set forth in Section 7.4(d).

“Bankruptcy Case” has the meaning set forth in the Recitals.

“Bankruptcy Code” has the meaning set forth in the Recitals.

“Bankruptcy Court” has the meaning set forth in the Recitals.

“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure.

“Bidding Procedures” means the bidding procedures approved by the Bankruptcy Court pursuant to the Bidding Procedures Order and attached to the Bidding Procedures Order as Exhibit 1.

“Bidding Procedures Order” means the Order (I) (A) Approving Bidding Procedures for Sale of the Debtors’ Assets, (B) Authorizing the Potential Selection of Stalking Horse Bidder(s), (C) Approving Bid Protections, (D) Scheduling Auction(s) for, and Hearing(s) to Approve, the Sale of the Debtors’ Assets, (E) Approving the Form and Manner of Notices of Sale, Auction(s), and Sale Hearing(s), and (F) Approving the Assumption and Assignment Procedures and (II) Granting Related Relief entered by the Bankruptcy Court in the Bankruptcy Case on June 22, 2026 as Document # 1213.

“Bill of Sale” has the meaning set forth in Section 2.9(c).

“Breakup Fee” has the meaning set forth in Section 7.4(c)(i).

“Business Day” means a day other than Saturday, Sunday or other day on which commercial banks in Fort Lauderdale, Florida are authorized or required by Law to close.

“Casualty” has the meaning set forth in Section 8.2.

“Casualty Proceeds” has the meaning set forth in Section 8.2.

“Claim” means a “claim” as defined in Section 101 of the Bankruptcy Code.

“Closing” means the consummation of the purchase and transfer, conveyance and assignment of the Acquired Property and assumption of the Assumed Liabilities, as contemplated by this Agreement, on the Closing Date.

“Closing Date” means the date on which the Closing occurs, as determined pursuant to Section 2.8.

“Closing Statement” has the meaning set forth in Section 2.9(k).

“Competing Bid” has the meaning set forth in Section 7.4(a).

“Condemnation” has the meaning set forth in Section 8.1.

“Confidentiality Agreement” means the Confidentiality Agreement dated May 16, 2026 between Spirit Aviation Holdings, Inc. and Purchaser.

“Contract” means any contract, agreement, lease, license, purchase order, commitment or other legally binding arrangement with respect to which Seller is a party (inclusive of all amendments, modifications, supplements, extensions, renewals, assignments, easements, restatements, and exhibits thereto) that relates to services or materials provided to the Owned Real Property or the Leased Real Property, but excluding the Ground Lease.

“Cure Costs” means, for only the Assigned Contracts, all amounts that must be paid as determined by an Order of the Bankruptcy Court, pursuant to Sections 365(b)(1)(A) and (B) of the Bankruptcy Code, in connection with the assumption and/or assignment of the Assigned Contracts to Purchaser as provided herein.

“Cure Period” has the meaning set forth in Section 10.3.

“Dania Pointe Brownfield Site” means the approximately 102.9-acre mixed-use development site designated as Brownfield Site ID No. BF060801001 by the Broward County Environmental Engineering and Permitting Division, located in the City of Dania Beach, Broward County, Florida, within which the Owned Real Property and the

Ground Lease Property are situated.

“Data Room” means the project identified as “Real Estate” maintained by Datasite Diligence and located at <https://app.global.datasite.com>.

“Declaration of Restrictive Covenant” or “DRC” means the declaration of restrictive covenants recorded in the Public Records of Broward County, Florida with respect to the Acquired Property, substantially in the form attached as Exhibit H to the Ground Lease, imposing permanent restrictions on the use of groundwater beneath the Acquired Property, requiring the maintenance of Engineering Controls, restricting certain land uses, and granting the EEPD the right of entry upon and access to the Acquired Property for monitoring compliance, together with all amendments, modifications, supplements, and restatements thereof.

“Earnest Money Deposit” has the meaning set forth in Section 2.7(a).

“EEPD” means the Broward County Environmental Engineering and Permitting Division (located at 1 North University Drive, Plantation, Florida 33324), or any successor agency thereof, exercising delegated authority from the Florida Department of Environmental Protection over the investigation, remediation, monitoring, and regulatory closure of contaminated sites within Broward County, Florida, including the Dania Pointe Brownfield Site. References to the EEPD shall include, where the context requires, the Florida Department of Environmental Protection to the extent FDEP exercises concurrent or supervisory authority over any matter affecting the Acquired Property.

“Effective Time” has the meaning set forth in Section 2.8.

“Engineering Controls” means the physical barriers, containment systems, monitoring infrastructure, and mechanical systems required by the Declaration of Restrictive Covenant, the Remedial Action Plan, or any Governmental Authority (including the EEPD) to prevent human exposure to Hazardous Substances at the Acquired Property and to maintain the integrity of the remediation achieved under the Remedial Action Plan, including without limitation (a) hard surface soil caps (pavement, building slabs, or other impervious surfaces) and clean fill barriers of not less than two (2) feet of clean fill over contaminated soil areas, (b) vapor barriers installed beneath building slabs, (c) groundwater monitoring wells and associated sampling infrastructure, (d) signage, fencing, or other access restrictions required by the DRC, and (e) any other physical control measure required by the EEPD, FDEP, or any other Governmental Authority in connection with the Dania Pointe Brownfield Site.

“Environmental Laws” means, whenever in effect, all federal, state, and local Laws and other provisions having the force or effect of Law, all judicial and administrative Orders and determinations, all contractual obligations and all common Law, in each case concerning public health and safety (with respect to exposure to Hazardous Substances), pollution or protection of the environment, including all those relating to the presence, use, production, generation, handling, transportation, treatment, storage, disposal, processing, discharge, Release, control, or cleanup of any Hazardous Substances,

including, but not limited to, CERCLA (42 U.S.C. § 9601, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.); the Clean Air Act (42 U.S.C. § 7401 et seq.), the Safe Drinking Water Act (42 U.S.C. § 300f et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. § 11001 et seq.), the Oil Pollution Act of 1990 (33 U.S.C. § 2701 et seq.), the Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. § 136 et seq.), the Florida Air and Water Pollution Control Act (Chapter 403, Florida Statutes), the Florida Pollutant Discharge Prevention and Removal Act (including, but not limited to the Water Quality Assurance Act, Chapter 376, Florida Statutes, including §§ 376.011–376.21 and §§ 376.30–376.317), the Drycleaning Solvent Cleanup Act (§ 376.3078, Florida Statutes), the Brownfields Redevelopment Act (§§ 376.77–376.85, Florida Statutes); Florida Statutes § 376.91 (Statewide cleanup of PFAS), Chapter 373, Florida Statutes (Water Resources); Chapter 62-780, Florida Administrative Code (Contaminated Site Cleanup Criteria); and all analogous state and local Laws relating to environmental protection, contamination, or Hazardous Substances.

“Escrow Agent” means Epiq Corporate Restructuring LLC, a New York limited liability company.

“Escrow Agreement” has the meaning set forth in Section 2.7(a).

“Excluded Assets” has the meaning set forth in Section 2.2.

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Execution Date” means the date of this Agreement.

“Expense Reimbursement” has the meaning set forth in Section 7.4(c)(i).

“Final Order” means an Order of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in the Bankruptcy Court (or the docket of such other court), which is in full force and effect, which has not been modified, amended, reversed, vacated or stayed and as to which (a) the time to appeal, petition for *certiorari*, or move for a new trial, stay, reargument or rehearing has expired and as to which no appeal, petition for *certiorari*, or motion for a new trial, stay, reargument, or rehearing is then pending or (b) if an appeal, writ of *certiorari*, new trial, reargument or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court or other court of competent jurisdiction has been affirmed by the highest court to which such order was appealed, or *certiorari* has been denied, or a new trial, stay, reargument or rehearing has been denied or resulted in no modification of such order, and the time to take any further appeal, petition for *certiorari* or move for a new trial, reargument or rehearing has expired, as a result of which such order has become final in accordance with Rule 8002 of the Bankruptcy Rules; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order, will not cause such order not to be a Final Order.

“GAAP” means, at a given time, United States generally accepted accounting principles, consistently applied.

“Governmental Approvals” means those approvals, authorizations and exemptions from Governmental Authorities and the making of all necessary registrations and filings (including filings with Governmental Authorities) and the taking of all reasonable steps as may be necessary to obtain an approval or waiver from, or to avoid an action or proceeding to prevent the Closing by, any Governmental Authority, which are required to be obtained or taken to consummate the Transaction under Applicable Law.

“Governmental Authority” means any federal, state, local, municipal, foreign, or other governmental or quasi-governmental authority of any nature (including any governmental agency, branch, bureau, commission, department, official or entity and any court or other tribunal), or any administrative, executive, judicial, legislative, regulatory or taxing authority, in each case having jurisdiction over the Seller or the Acquired Property.

“Ground Lease” means that certain Ground Lease dated as of December 18, 2019 between Dania Live 1748 II, LLC, as ground lessor, and Spirit Airlines, Inc., as ground lessee, as amended by that certain First Amendment to Ground Lease entered into on or about October 16, 2020 between Dania Live 1748 II, LLC and Spirit Airlines, Inc., that certain Second Amendment to Ground Lease dated as of February 10, 2021 between Dania Live 1748 II, LLC and Spirit Airlines, Inc., that certain Third Amendment to Ground Lease dated as of November 11, 2021 between Dania Live 1748 II, LLC and Spirit Airlines, Inc., and that certain Fourth Amendment to Ground Lease dated as of December 30, 2021 between Dania Live 1748 II, LLC and Spirit Airlines, Inc., and assumed by Seller effective as of March 30, 2026 pursuant to Seller’s *First Notice of Assumption (and Assignment) of Certain Executory Contracts and/or Unexpired Leases* [Bankruptcy Case, Dkt. No. 916], filed pursuant to the Bankruptcy Court’s *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* [Bankruptcy Case, Dkt. No. 388], to which assumption the Landlord did not object by the deadline as extended [Bankruptcy Case, Dkt. No. 983].

“Ground Lease Improvements” means the “Improvements” as defined in the Ground Lease.

“Ground Lease Property” means the “Premises” as defined in the Ground Lease, including the real property more particularly described in Exhibit B attached hereto.

“Hazardous Substances” means any pollutants, contaminants or chemicals, and any industrial, toxic or otherwise hazardous materials, substances or wastes and any other substance with respect to which liability or standards of conduct may be imposed under any Environmental Laws, including petroleum and petroleum related substances, products, by-products and wastes, asbestos and asbestos-containing materials, urea formaldehyde, lead and lead-based paint, polychlorinated biphenyls, per- and polyfluoroalkyl substances (PFAS), radon, radioactive materials, mold and mycotoxins,

and any substance defined or listed as a “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic substance,” “pollutant,” “contaminant,” or similar term under any Environmental Law.

“Improvements” means the buildings and other structures and fixtures located on the Land.

“Intellectual Property Rights” means all of Seller’s intellectual property rights, including: (i) patents, patent applications and patent rights; (ii) trademarks (registered, unregistered and at common law), trademark registrations and applications, trade names, logos, trade dress, brand names, service marks (registered and at common law), service mark registrations and applications, websites, domain names and other indicia of source and all goodwill associated therewith, whether owned or licensed; (iii) works of authorship, copyrights, copyright registrations and applications for registration, and moral rights; (iv) know-how, trade secrets, customer lists, proprietary information, proprietary processes and formulae, recipes, databases and data collections; (v) all source and object code, software, algorithms, architecture, structure, display screens, layouts, inventions, development tools; and (vi) all documentation and media constituting, describing or relating to the above, including manuals, memoranda and records.

“Knowledge” with respect to Seller (or any similar knowledge qualification in this Agreement) means the actual knowledge of Dave Davis and/or Chip Sandifer.

“Land” means that certain parcel of land located in Broward County, Florida and more particularly described on Exhibit A attached hereto, together with all of Seller’s hereditaments, easements and rights appurtenant thereto.

“Landlord” means Dania Live 1748 II, LLC, as landlord or lessor of the Ground Lease Property pursuant to the Ground Lease.

“Law” means any law, statute, regulation, code, decree, constitution, ordinance, treaty, rule of common law, or Order of, administered or enforced by or on behalf of, any Governmental Authority.

“Legal Proceeding” means any judicial, administrative or arbitral actions, suits, proceedings (public or private) or any proceedings by or before a Governmental Authority, and any appeal from any of the foregoing.

“Liability” means any debt, loss, damage, adverse claim, fine, penalty, liability or obligation (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, matured or unmatured, determined or determinable, disputed or undisputed, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise), whether contingent, at law or in equity or otherwise, including any liability based on successor liability theories.

“Lien” means, with respect to any property or asset, any mortgage, lien (statutory or otherwise), pledge, security interest, Claim, or encumbrance.

“Material Adverse Effect” means an occurrence or event that materially adversely affects the value of the Acquired Property taken as a whole, or that materially adversely affects the ability of a Party hereto to perform its obligations under this Agreement or timely consummate the Transaction contemplated herein, excluding any such effect to the extent resulting from or arising in connection with (i) the pendency or consummation of the Transaction contemplated hereby or the public announcement thereof; (ii) changes or conditions affecting the industries generally in which Seller operates; (iii) changes in national or international business, economic, political or social conditions, including the engagement by the United States of America in hostilities, whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack upon the United States of America; (iv) changes in financial, banking or securities markets (including any disruption thereof or any decline in the price of securities generally or any market or index); (v) changes in Law or in GAAP or interpretations thereof; (vi) changes resulting from the commencement and continuation of the Bankruptcy Case; or (vii) any action taken by Seller that is expressly required or contemplated by this Agreement or that is taken with the prior written consent of Purchaser. For the avoidance of doubt, the following shall be included in the definition of Material Adverse Effect (A) any termination, rejection, modification without the consent of Purchaser, or material default under the Ground Lease; or (B) any Release of Hazardous Substances at, on, under, or migrating from the Acquired Property in violation of any Environmental Laws, or any material breach or failure of the Engineering Controls required by the Declaration of Restrictive Covenant or the Remedial Action Plan applicable to the Dania Pointe Brownfield Site.

“Material Contract” has the meaning set forth in Section 3.11.

“NFAC Approval” means (i) with respect to the Owned Real Property, that certain letter dated November 14, 2024 from the Broward County Environmental Permitting Division regarding NFAC Approval for Dania Pointe – Spirit Airlines, Inc. Headquarters, and (ii) with respect to the Ground Lease Property, that certain letter dated June 30, 2025 from the Broward County Environmental Permitting Division regarding NFAC Approval for Dania Pointe – Spirit Airlines Residential Property.

“Non-Assigned Contract” means any Contract that is initially designated as an Assigned Contract but that is subsequently excluded from being an Assigned Contract pursuant to the provisions of this Agreement permitting such exclusion.

“Office Development Agreement” means that certain Development Agreement (Office) dated December 18, 2019, by and between DANIA LIVE I748 II, LLC, a Delaware limited liability company (“Dania”), and Seller as (“Developer”), as amended.

“Order” means any award, decision, decree, order, directive, injunction, ruling, judgment, or consent of or entered, issued, made or rendered by any Governmental Authority.

“Outside Date” has the meaning set forth in Section 13.1(b).

“Owned Real Property” means the Land and the Improvements.

“Party Affiliate” has the meaning set forth in Section 14.12.

“Permits” means licenses, permits, approvals, certificates of occupancy, authorizations, operating permits, registrations filed with, or issued by, a Governmental Authority and held by Seller in connection with the ownership of the Owned Real Property, the Ground Lease Property, the Improvements and the Ground Lease Improvements (excluding the operation of the businesses conducted by Seller in the Improvements and the Ground Lease Improvements).

“Permitted Liens and Encumbrances” means (i) Liens granted by Purchaser at or after the Closing in connection with any financing of Purchaser related to the purchase of the Acquired Property pursuant to this Agreement (or otherwise arising by, through or under Purchaser); (ii) Liens that arise under zoning, building codes, land use and other similar Laws; (iii) restrictions, prohibitions and other requirements imposed by Governmental Authority; (iv) utility, access and other easements granted to third parties; (v) Liens for Taxes or otherwise arising by operation of law or in the ordinary course relating to amounts not yet due and payable; (vi) all matters shown in Schedule B-II of the Title Commitments, the standard exceptions taken by title companies in title commitments and policies (other than those which the Title Company agrees to delete), including regarding the rights of tenants in possession and taxes and assessments, and any open permits and code violations related to the Acquired Property; (vii) with respect to leased or licensed property that is the subject of an Assigned Contract, Liens arising under, or pursuant to the other terms and conditions of the lease or license applicable thereto; and (viii) all matters approved, waived or deemed waived by Purchaser or arising by, through or under Purchaser.

“Person” means an individual, corporation, partnership, limited liability company, association, joint venture, trust or other entity or organization, including a Governmental Authority.

“Petition Date” has the meaning set forth in the Recitals.

“Post-Closing Occupancy Agreement” has the meaning set forth in Section 7.7.

“Post-Closing Tax Period” has the meaning set forth in Section 2.6(c)(i).

“Pre-Closing Tax Period” means (i) any Tax Period ending on or before the Closing Date and (ii) with respect to a Tax Period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

“Property Taxes” means all real estate taxes (including real, ad valorem and personal property taxes), special and general assessments, water and sewer rents and charges, charges for public or private easements solely benefitting the Land or the Ground Lease Property, and all other governmental impositions and charges (extraordinary, ordinary, foreseen and unforeseen) which are either a lien on the Land or the Ground Lease

Property or which are charged, levied or assessed on, or imposed in connection with the use, occupancy or possession of the Acquired Property for any Tax Period and which appear as a charge on the tax bill of the Land or the Ground Lease Property given by any taxing authority; rent taxes or similar taxes in respect of the Land or the Ground Lease Property; and interest on tax installment payments.

“Purchase Price” has the meaning set forth in Section 2.6(a).

“Purchaser” has the meaning set forth in the preamble.

“Release” has the meaning set forth in CERCLA.

“Remedial Action Plan” or “RAP” means the remedial action plan approved by the EEPD for the Dania Pointe Brownfield Site pursuant to Chapter 376 of the Florida Statutes and applicable Broward County ordinances, as amended, supplemented, or modified from time to time, governing the investigation, remediation, monitoring, and long-term management of contaminated soil and groundwater at the Dania Pointe Brownfield Site, including without limitation (a) the requirements for installation and maintenance of Engineering Controls (soil caps, vapor barriers, sub-slab passive venting systems, and clean fill barriers), (b) the restrictions on groundwater use (including the prohibition on installation of potable water wells and the requirement for EEPD and South Florida Water Management District approval before installing any monitoring or dewatering wells), (c) the requirements for quarterly groundwater monitoring and reporting to the EEPD, (d) the restrictions on movement of soil within and off the Dania Pointe Brownfield Site (including the prohibition on moving soil from commercial parcels to residential parcels and the prohibition on importing soil onto Parcel 4 from any other parcel), (e) the requirements for off-site disposal of soil that cannot be reused within the Dania Pointe Brownfield Site at a certified disposal facility, and (f) the conditions for obtaining the NFAC Approval. The Remedial Action Plan is implemented through, among other things, the Declaration of Restrictive Covenant and the quarterly RAP Implementation Status Reports prepared by the Landlord’s environmental consultant and submitted to the EEPD. As between the ground lessee and the ground lessor under the Ground Lease, the obligations under the Remedial Action Plan are exclusively the obligations of the Landlord pursuant to Section 4.4(C) of the Ground Lease and the DRC, and not obligations of the Tenant, except to the extent the Tenant is required to maintain the Engineering Controls located on or within the Ground Lease Property and to comply with the use restrictions set forth in the DRC.

“Sale Hearing” means the hearing before the Bankruptcy Court for approval of the Sale Order.

“Sale Order” means an Order of the Bankruptcy Court (a) authorizing Seller to close on the terms of this Agreement the Transaction contemplated hereby, in accordance with §363 of the Bankruptcy Code, which finds, among other things, that Purchaser is a good-faith purchaser for value and otherwise entitles Purchaser to the protections of §363(m) of the Bankruptcy Code, (b) approving the sale of the Acquired Property to Purchaser free and clear of any and all Liens to the maximum extent permitted

by Law (other than Permitted Liens and Encumbrances) pursuant to §363(f) of the Bankruptcy Code; (c) determining (or providing for the procedure to subsequently determine) the Cure Costs and approving the assumption and assignment to Purchaser of the Assigned Contracts; (d) providing that the provisions of Bankruptcy Rules 6004(h) and 6006(d) are rendered inapplicable and there will be no stay of execution of the Sale Order under Rule 62(a) of the Federal Rules of Civil Procedure; (e) retaining jurisdiction of the Bankruptcy Court to interpret and enforce the terms and provisions of this Agreement; (f) determining this Agreement (as it may be modified prior to the Sale Hearing) to be the highest and best bid for the Acquired Property as a result of the Auction or otherwise and otherwise approving the consummation of the Transaction contemplated by this Agreement; and (g) providing that any trustee appointed for the Seller under any provision of the Bankruptcy Code, whether under chapter 7 or chapter 11 of the Bankruptcy Code, shall be authorized and directed to perform under this Agreement, each other agreement contemplated hereby, and the Sale Order. The form of Sale Order that Seller will propose that the Bankruptcy Court enter shall be in form and substance acceptable to Purchaser and Seller in their reasonable discretion.

“Seller” has the meaning set forth in the preamble.

“Survey” has the meaning set forth in Section 10.2.

“Surveyor” has the meaning set forth in Section 10.2.

“Tangible Personal Property” shall have the meaning set forth in Section 2.1(d).

“Tax” means (i) any tax, governmental fee or other like assessment or charge of any kind whatsoever (including withholding on amounts paid to or by any Person), together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Authority (a “Taxing Authority”) responsible for the imposition of any such tax (domestic or foreign), or (ii) liability for the payment of any amounts of the type described in clause (i) as a result of being party to any agreement or any express or implied obligation to indemnify any other Person.

“Tax Period” means any period for which a Tax is assessed.

“Title Commitment” has the meaning set forth in Section 10.1.

“Title Company” has the meaning set forth in Section 10.1.

“Title Policies” means the ALTA owner’s policy of title insurance (and, if applicable, an ALTA leasehold policy) issued by the Title Company pursuant to the Title Commitments in the amount of the Purchase Price (or the applicable Allocation amount) insuring Purchaser’s fee simple title to the Land (and leasehold interest in the Ground Lease Property) subject only to the Permitted Liens and Encumbrances.

“Transaction” has the meaning set forth in the Recitals.

“Transfer Taxes” has the meaning set forth in Section 9.2.

2. Purchase and Sale.

2.1. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, at the Closing, Seller agrees to sell, transfer and deliver to Purchaser, and Purchaser agrees to purchase, acquire and accept from Seller, all right, title and interest of Seller as of the Closing Date in and to the following properties (collectively, the “Acquired Property”), but in all cases excluding the Excluded Assets:

- (a) the Land, together with the Improvements;
- (b) all of Seller’s right, title and interest in, to and under the Ground Lease and in and to the Ground Lease Property, together with the Ground Lease Improvements;
- (c) to the extent assignable, all rights of Seller under the Contracts that are set forth on Schedule 2.1(c) (collectively, together with the Ground Lease, the “Assigned Contracts”), all of which Purchaser shall assume at Closing, provided that Purchaser may, in its sole discretion and without adjustment to the Purchaser Price, designate any Contract set forth on Schedule 2.1(c) as a Non-Assigned Contract at any time prior to Closing upon written notice to Seller;
- (d) all machinery, equipment, appliances, tools, furniture, fixtures, furnishings, office supplies, and housekeeping supplies owned by Seller (including any of the foregoing property that is subject to a lease, but only to the extent that Purchaser assumes such lease as an Assigned Contract), in each case which is located on the Land or the Ground Lease Property or in the Improvements or the Ground Lease Improvements and used by Seller in connection with the operation and maintenance thereof, including maintenance and repair records and engineering reports related thereto in Seller’s possession (collectively, the “Tangible Personal Property”);
- (e) all Permits listed on Schedule 2.1(e) hereto (in each case to the extent transferable without the consent of any Governmental Authority);
- (f) to the extent assignable, all warranties and guaranties from third parties relating to construction of the Improvements and the Ground Lease Improvements, or otherwise relating to services performed or materials provided at the Owned Real Property or the Ground Lease Property; and
- (g) all non-refundable prepaid deposits posted with utility companies for services provided to Seller at the Owned Real Property or the Ground Lease Property.

Pursuant to Section 363(f) of the Bankruptcy Code, the transfer of the Acquired Property shall be free and clear (except for Permitted Liens and Encumbrances and the Assumed Liabilities) of any and all liens (as defined in Section 101(37) of the Bankruptcy Code) and Claims, whether arising prior to or subsequent to the Petition Date.

2.2. Excluded Assets. Notwithstanding any other provision of this Agreement to the contrary, the Acquired Property shall not include any assets, properties or rights not specifically identified in Section 2.1, including, without limitation, the following (collectively, the “Excluded Assets”):

(a) all assets relating to the operation of Seller’s business conducted on or at the Owned Real Property and/or the Ground Lease Property;

(b) all simulators and related equipment and other training equipment located in the Improvements;

(c) all aircraft, engines, and related equipment owned or leased by Seller;

(d) all computers, computer equipment, hardware and software;

(e) all intellectual property rights of Seller, including, without limitation, (i) patents, patent applications and patent rights; (ii) trademarks (registered, unregistered and at common law), trademark registrations and applications, trade names, logos, trade dress, brand names, service marks (registered and at common law), service mark registrations and applications, websites, domain names and other indicia of source and all goodwill associated therewith, whether owned or licensed; (iii) works of authorship, copyrights, copyright registrations and applications for registration, and moral rights; (iv) know-how, trade secrets, customer lists, proprietary information, proprietary processes and formulae, recipes, databases and data collections; (v) all source and object code, software, algorithms, architecture, structure, display screens, layouts, inventions, development tools; and (vi) all documentation and media constituting, describing or relating to the above, including manuals, memoranda and records;

(f) all books, records, files and papers of Seller, including in electronic form;

(g) all cars, trucks, forklifts, other industrial vehicles and other motor vehicles;

(h) any Tax refund or reimbursement due to Seller or its Affiliates with respect to any Tax Period ending on or before the Closing Date;

(i) all rights to any action, chose in action, suit, cause of action or claim of any nature available to Seller (whether or not Seller is pursuing the same), whether arising by way of direct claim, acquired claims, rights of offset, counterclaim or otherwise;

(j) all claims and avoidance recovery, subordination or other actions arising out of the commencement of the Bankruptcy Case, including without limitation those arising under §§ 506, 510, 542 - 551 and 553 of the Bankruptcy Code, or arising under applicable state Law or otherwise, and the proceeds thereof; and

(k) all rights under insurance policies maintained by Seller.

2.3. Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, Purchaser agrees, effective at the time of the Closing, to assume, pay, perform and discharge, promptly when payment or performance is due or required, only the following liabilities and obligations of Seller (collectively, the “Assumed Liabilities”):

(a) all Liabilities related to or arising in connection with the Acquired Property to the extent related to events, circumstances and conditions arising after the Effective Time and to be performed after the Closing; provided, however, that Assumed Liabilities shall not include any Environmental Liabilities existing as of the Effective Time;

(b) all Liabilities of Seller related to or arising under the Assigned Contracts following the Effective Time;

(c) all Liabilities of Seller arising after the Effective Time related to or arising under Permits included within the Acquired Property;

(d) any and all costs and expenses necessary in connection with providing “adequate assurance of future performance” with respect to the Assigned Contracts (as contemplated by Section 365 of the Bankruptcy Code);

(e) all post-Closing utilities expenses payable in connection with the Owned Real Property and the Ground Lease Property;

(f) all Transfer Taxes that are attributable to the Transaction or the Acquired Property, excluding: (1) any Transfer Taxes to be paid by Seller as set forth in Section 9.2 below; (2) any Transfer Taxes to the extent exempt under applicable Bankruptcy Code provisions (including section 1146(a) if applicable); and (3) any interest/penalties attributable to Seller’s failure to timely file or pay amounts due for any Pre-Closing Tax Period;

(g) all Cure Costs in respect of the Assigned Contracts, if any;

(h) all pro-rations allocated to Purchaser under Section 2.6(c) of this Agreement;

(i) any other Liabilities specifically imposed upon or assumed by Purchaser pursuant to this Agreement; and

(j) such other Liabilities as are set forth on Schedule 2.3.

2.4. Excluded Liabilities. Notwithstanding any other provision of this Agreement to the contrary, Purchaser is assuming only the Assumed Liabilities and is not assuming any other Claim against or Liability of Seller of whatever nature, whether presently in existence or arising hereafter. All such other Claims and Liabilities not being assumed (collectively, the “Excluded Liabilities”) shall be retained by and remain the Liabilities of Seller (or Seller’s estate in the Bankruptcy Case), including, without limitation, the following specific Excluded Liabilities:

(a) all Liabilities of Seller, except Assumed Liabilities, under any Contract of the Seller that is not an Assigned Contract, whether accruing prior to, at or after the Closing Date; and

(b) any Liabilities that do not relate to any Acquired Property or the ownership or operation thereof;

(c) any and all Liabilities, costs, expenses, claims, damages, losses, fines, penalties, judgments, and obligations (including attorneys' fees and costs of investigation and remediation) arising out of, relating to, or resulting from (i) any violation of or non-compliance with Environmental Laws occurring at or in connection with the Owned Real Property or Ground Lease Property prior to the Effective Time, (ii) any off-site disposal or transportation of Hazardous Substances generated at the Owned Real Property or Ground Lease Property prior to the Effective Time, and (iii) any third-party claims relating to exposure to Hazardous Substances prior to the Effective Time at or from the Owned Real Property or Ground Lease Property arising from conditions existing prior to the Effective Time (collectively, "Environmental Liabilities");

(d) all Liabilities of Seller related to or arising out of any tax incentive, economic development, clawback, or recapture obligation entered into by Seller or any predecessor-in-interest; and

(e) all Liabilities of Seller under the Post-Closing Occupancy Agreement.

2.5. Assumption/Assignment of Contracts and Rights. The Assigned Contracts shall be assumed by Seller and assigned to Purchaser at the Closing pursuant to Section 365 of the Bankruptcy Code. Purchaser shall have the sole responsibility for paying all Cure Costs at Closing (or as otherwise expressly permitted by the Sale Order) due in connection with the assumption and assignment of the Assigned Contracts. Prior to the Closing, Purchaser shall elect, in its sole and absolute discretion, (i) to exclude any Contract, including any Material Contract, from the Assigned Contracts set forth on Schedule 2.1(c) (in which case it shall become a Non-Assigned Contract), or (ii) to include any Contract, including any Material Contract, in the Assigned Contracts, by providing Seller with written notice of its election to include such Contract. If Seller or Purchaser identifies (before the Closing Date) any Contract that was not listed on the proposed assumed contracts schedule for this Transaction, Purchaser may, in its sole and absolute discretion, elect, by written notice to Seller, to treat such Contract as an Assigned Contract, and Seller shall seek to assume and assign such Contract in accordance with the Bidding Procedures and the Assumption and Assignment Procedures. To the extent that a non-Seller Contract counterparty objects to Seller's proposed Cure Costs (as set forth in Schedule 2.5 attached hereto) and either (i) Purchaser is unable to reach a satisfactory agreement with the non-Seller Contract counterparty as to the total amount of the Cure Costs or (ii) an order is entered establishing the Cure Costs in greater amounts unsatisfactory to Purchaser, then, upon notice to Seller, Purchaser may change the designation of such Contract from an Assigned Contract to a Non-Assigned Contract for all purposes under this Agreement; provided that no such change in designation shall reduce or increase the amount of the Purchase Price. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall constitute an agreement to assign all Assigned Contracts and

rights thereunder to Purchaser unless a third-party objects to the assignment and it is determined by the Bankruptcy Court that Seller is incapable as a matter of law of assigning that particular Contract or the Ground Lease.

2.6. Purchase Price; Allocation of Purchase Price; Pro-Rations.

(a) In addition to the assumption of the Assumed Liabilities, in consideration for the sale, transfer and delivery of the Acquired Property, Purchaser shall pay to Seller at the times set forth herein Ninety-Three Million Two Hundred Fifty Thousand Dollars (\$93,250,000.00) (the “Purchase Price”), as adjusted pursuant to the pro-rations and adjustments described in Section 2.6(c).

(b) Attached hereto as Schedule 2.6(b) is the allocation of the Purchase Price (the “Allocation”) agreed to by Purchaser and Seller. Purchaser and Seller shall (i) be bound by the Allocation (for tax purposes only, and not for any other purpose), (ii) act in a manner consistent with the Allocation in the preparation of financial statements and filing of all United States federal income tax returns (including, without limitation, filing Form 8594 with their United States federal income tax returns for the taxable year that includes the Closing Date) and in the course of any tax audit, tax review or tax litigation relating thereto, and (iii) take no position and cause their respective Affiliates to take no position inconsistent with the Allocation for any tax purposes, except in each case to the extent otherwise required by Applicable Law. The provisions of this Section 2.6(b) shall survive the Closing.

(c) Purchaser and Seller will prorate the following expenses relating to the Owned Real Property and the Ground Lease Property and Ground Lease Improvements to the date of Closing and, consistent with the foregoing, based upon Purchaser’s and Seller’s respective periods of ownership for the calendar year, or other applicable period in which the Closing occurs, with Purchaser being treated as the owner of the Owned Real Property and the Ground Lease Property on the Closing Date. To the extent Seller is required by the terms of this Section to pay certain amounts to third parties (such as taxes and assessments) at or prior to Closing and Seller does not so pay such amounts then due at Closing, Purchaser may elect to receive a credit at Closing for such unpaid amounts.

(i) All Property Taxes in respect of the Owned Real Property and the Ground Lease Property for a Tax Period which includes (but does not end on) the Closing Date shall be apportioned between Seller, on the one hand, and Purchaser, on the other hand, based on the number of days of such Tax Period included in the Pre-Closing Tax Period and the number of days of such Tax Period after the Closing Date (with respect to any such Tax Period, the “Post-Closing Tax Period”). Seller shall be liable for the proportionate amount of such Property Taxes that is attributable to the Pre-Closing Tax Period, and Purchaser shall be liable for the proportionate amount of such Property Taxes that is attributable to the Post-Closing Tax Period. Property Taxes shall be prorated based on the current year’s tax. If Closing occurs at a date when the current year’s millage is not fixed and current year’s assessment is available, Property Taxes will be prorated based upon

such assessment and the prior year's millage. If the current year's assessment is not available, then Property Taxes will be prorated on the prior year's tax.

(ii) Rent (as defined in the Ground Lease) and all other amounts paid or payable by Seller to Landlord under the Ground Lease for the period in which the Closing occurs that has been prepaid by Seller shall be pro-rated based upon the number of days in such period prior to Closing and the number of days in such period that remain after the Closing (including the Closing Date).

(iii) Utilities and similar expenses in respect of the Owned Real Property and the Ground Lease Property and Ground Lease Improvements will be apportioned based upon the number of calendar days occurring before the Closing Date and after (and including) the Closing Date during the billing period for each such charge. Final meter readings on all utilities charged to the Owned Real Property and the Ground Lease Property shall be made as of the day preceding the Closing Date if feasible. Seller shall use reasonable efforts to arrange for and shall pay for final billings of utilities to the day preceding the Closing Date, and Purchaser shall be responsible for utilities used on or after the Closing Date. Any prepaid water, sewer, and other utility charges allocable to the period from and after the Closing Date shall be credited to Seller and any unpaid water, sewer, and other utility charges allocable to the period prior to the Closing Date shall be credited to Purchaser. Seller and Purchaser shall deliver written notices to the applicable utility companies notifying them of the change in ownership. Notwithstanding the above, no proration of utility accounts will occur should Purchaser open new accounts under its own name. If final bills for any prorated items are not available at Closing, the Parties shall prorate based on reasonable estimates and shall true-up within thirty (30) days after receipt of the final bill.

(iv) Prepayments under service Contracts and equipment leases that are Assigned Contracts at Closing.

(v) Charges and fees under Permitted Liens and Encumbrances will be apportioned based upon the number of calendar days occurring before the Closing Date and after (and including) the Closing Date during the billing or assessment period for each such charge and fee.

2.7. Earnest Money Deposit.

(a) Simultaneously with the execution of this Agreement by Purchaser, Purchaser shall (if it has not already done so) deposit with Escrow Agent cash in immediately available federal funds by wire transfer to an account or accounts designated by Escrow Agent, an amount equal to Nine Million Three Hundred Twenty-Five Thousand Dollars (\$9,325,000.00) (the "Earnest Money Deposit"), being ten percent (10%) of the Purchase Price. Escrow Agent shall hold the Earnest Money Deposit pursuant to an escrow agreement in the form attached hereto as Exhibit C (the "Escrow Agreement"). To the extent permitted by the Escrow Agreement, the Earnest Money Deposit shall be held in an

interest-bearing account to the extent available for escrow accounts of this type, with interest for Purchaser's account, net of bank charges.

(b) If the Closing is consummated, the Earnest Money Deposit shall be paid to Seller as a credit against the Purchase Price.

(c) If the Closing does not occur, the Earnest Money Deposit shall be disbursed in accordance with the provisions of the Escrow Agreement and Section 13.2 of this Agreement.

(d) The Earnest Money Deposit shall be returned to Purchaser (without further action) upon (i) termination of this Agreement by Purchaser pursuant to Section 13.1, (ii) failure to obtain Bankruptcy Court approval of the Purchaser as the stalking horse bidder on or before August 13, 2026, (iii) failure to enter the Sale Order by the applicable deadlines, (iv) if, upon conclusion of the Auction, Purchaser is not selected as the Successful Bidder or the Backup Bidder, or (v) entry of an order approving an Alternative Transaction, if Purchaser is not the Backup Bidder, in each case in accordance with the Escrow Agreement.

2.8. Closing. The Closing of the purchase and sale of the Acquired Property and the assumption of the Assumed Liabilities shall take place on a date mutually agreed by Seller and Purchaser (which date shall be no earlier than five (5) Business Days nor later than ten (10) Business Days after satisfaction or waiver of the conditions set forth in Section 11 (other than those requiring a delivery, or the taking of other action, at the Closing)), provided that Purchaser shall have the right to extend the date of the Closing one time for up to thirty (30) days if Purchaser gives Seller written notice of such extension not later than September 15, 2026 and makes an additional Earnest Money Deposit in the amount of Nine Million Three Hundred Twenty-Five Thousand Dollars (\$9,325,000.00) for a total Earnest Money Deposit of Eighteen Million Six Hundred Fifty Thousand Dollars (\$18,650,000.00), or at such other time as Purchaser and Seller may agree (the "Closing Date"); provided that the Closing must occur on or before the Outside Date. The Closing may take place other than by physical attendance. The Closing shall be deemed to occur as of the close of business on the Closing Date (the "Effective Time").

2.9. Deliveries by Seller. At the Closing, Seller will deliver or cause to be delivered to Purchaser or such other Person specified below (unless delivered previously) the following:

(a) a Special Warranty Deed pursuant to which Seller shall convey to Purchaser fee simple title to the Owned Real Property, free and clear of all liens (as defined in Section 101(37) of the Bankruptcy Code) and Claims other than the Permitted Liens and Encumbrances, in the form attached hereto as Exhibit D (the "Deed");

(b) a Quitclaim Deed pursuant to which Seller shall convey to Purchaser all of its right, title and interest in and to the Ground Lease Improvements, free and clear of all liens (as defined in Section 101(37) of the Bankruptcy Code) and Claims other than the Permitted Liens and Encumbrances, in the form attached hereto as Exhibit E (the "Ground Lease Improvements Deed");

(c) a duly executed Bill of Sale and Assignment Agreement pursuant to which Seller shall assign and convey to Purchaser the Tangible Personal Property and the Assigned Contracts (other than the Ground Lease) and Purchaser shall assume the Assigned Contracts (other than the Ground Lease), in the form attached hereto as Exhibit F (the “Bill of Sale”);

(d) a separate duly executed Assignment and Assumption of Ground Lease pursuant to which Seller shall assign to Purchaser and Purchaser shall assume all of Seller’s right, title and interest in and to, and Seller’s obligations under, the Ground Lease, in the form attached hereto as Exhibit G (the “Lease Assignment”);

(e) a duly executed and acknowledged notice of assignment of the Ground Lease in recordable form and otherwise in form and substance reasonably acceptable to Seller and Purchaser, referencing the memorandum of the Ground Lease recorded in the Public Records of Broward County, Florida (the “Notice of Assignment of Ground Lease”);

(f) subject to the last paragraph of this Section 2.9, and pursuant to Section 16.10 of the Declaration, a duly executed estoppel certificate from the Common Facilities Manager (as defined in the Declaration) in the form customarily provided by the Common Facilities Manager and addressing the matters set forth therein (the “Declaration Estoppel Certificate”);

(g) pursuant to Section 20 of the Ground Lease, a duly executed estoppel certificate from the Landlord in the form attached hereto as Exhibit L or in the form customarily provided by the Landlord and addressing the matters set forth in Section 20 of the Ground Lease, as it may be modified as provided in Section 11.2(f) hereof and, if obtained, the agreement described in Section 11.2(g) hereof (the “Ground Lease Estoppel Certificate”);

(h) the Post-Closing Occupancy Agreement (as defined below), duly executed by Seller;

(i) Subject to the Post-Closing Occupancy Agreement (in respect of the Improvements) and the leases described on Schedule 3.8, physical possession of all of the Acquired Property capable of delivery, including all keys to the Improvements and the Ground Lease Improvements, free of all tenancies and other occupants;

(j) a certificate executed by a duly authorized representative of Seller certifying that the matters set forth in Sections 11.2(a) and (b) and all of the conditions to Closing set forth in Section 11.3 have been satisfied (provided that, with respect to the conditions set forth in Sections 11.3(a) and (b), Seller may rely on the certificate provided by Purchaser pursuant to Section 2.10(g) in so certifying), in the form attached hereto as Exhibit H;

(k) a closing settlement statement, in form and substance reasonably acceptable to the Parties (the “Closing Statement”), executed by Seller;

(l) Owner's affidavit sufficient for the Title Company to delete certain of the standard exceptions from the Title Policies;

(m) FIRPTA affidavit (or non-foreign status), if applicable;

(n) transfer tax returns/recording forms executed by Seller to the extent required by law;

(o) to the extent assignable, a separate duly executed Assignment of Office Development Agreement, in form and substance reasonably acceptable to Seller, pursuant to which Seller shall assign to Purchaser its rights under the Office Development Agreement; and

(p) all other customary documents, instruments and writings reasonably requested by Purchaser or the Title Company to be delivered by Seller at or prior to the Closing pursuant to this Agreement.

With respect to the Declaration Estoppel Certificate, Seller shall request that the Common Facilities Manager deliver such estoppel certificate prior to Closing; however, the failure of the Common Facilities Manager to deliver such certificate, or to deliver such certificate in a form and substance acceptable to Purchaser, shall not give rise to a right of Purchaser to terminate this Agreement or otherwise not to consummate the Transaction.

2.10. Deliveries by Purchaser. At the Closing, Purchaser will deliver or cause to be delivered to Seller (unless previously delivered) the following:

(a) an amount equal to the Purchase Price (including adjustments thereto) less the Earnest Money Deposit delivered to Escrow Agent pursuant to Section 2.7, which amount shall be delivered to Escrow Agent by wire transfer of immediately available federal funds to a bank account of Escrow Agent no later than one (1) day prior to the Closing Date, and which amounts shall be released by Escrow Agent at Closing in accordance with the Escrow Agreement and the Closing Statement;

(b) a notice in the form required by the Escrow Agent authorizing and directing Escrow Agent to release the Earnest Money Deposit and the Purchase Price (subject to adjustments thereto as set forth in the Closing Statement) to Seller, duly executed by Purchaser;

(c) the Bill of Sale, duly executed by Purchaser;

(d) the Lease Assignment, duly executed by Purchaser;

(e) the Post-Closing Occupancy Agreement, duly executed by Purchaser;

(f) the Notice of Assignment of Ground Lease, duly executed by Purchaser;

(g) a certificate executed by a duly authorized representative of Purchaser certifying that the matters set forth in Sections 11.3(a) and (b) and all of the conditions to Closing set forth in Section 11.2 have been satisfied (provided that, with respect to the conditions set forth in Sections 11.2(a) and (b), Purchaser may rely on the certificate provided by Seller pursuant to Section 2.9(j) in so certifying), in the form attached hereto as Exhibit I;

(h) resolutions duly adopted by Purchaser (and any other Persons whose consent is required) authorizing the execution, delivery and performance of this Agreement, and any other agreement or instruments contemplated hereby or thereby, and the consummation of the Transaction contemplated herein by Purchaser;

(i) the Closing Statement, duly executed by Purchaser; and

(j) all other documents, instruments and writings reasonably requested by Seller or the Title Company to be delivered by Purchaser at or prior to the Closing pursuant to this Agreement.

In addition, at Closing (or thereafter if the Sale Order so permits), Purchaser shall pay the Cure Costs in respect of the Assigned Contracts in accordance with the Sale Order. Purchaser's obligation to pay the Cure Costs in respect of the Assigned Contracts in accordance with the Sale Order shall survive the Closing.

2.11. Closing Costs. In addition to any other costs to be borne by Seller pursuant to this Agreement, Seller shall pay the cost of obtaining the Bidding Procedures Order and the Sale Order; the cost of recording the Deed and the Lease Assignment and any curative instruments; and one-half of the escrow fees and expenses charged by Escrow Agent. In addition to any other costs to be borne by Purchaser pursuant to this Agreement, subject to Section 9.2, Purchaser shall pay all Taxes applicable to, imposed upon or arising out of the sale or transfer of the Acquired Property to Purchaser and the other transactions contemplated by this Agreement (including, but not limited to, sales, use, gross receipts, and intangible Taxes, but excluding Transfer Taxes); all costs and expenses incurred by Purchaser as a result of any financing obtained by Purchaser; the cost of the title policies issued by the Title Company or other title company issuing a title policy to Purchaser; the cost of all title searches or other costs associated with the issuance of the title policies and any endorsements ordered by Purchaser; the cost of any surveys or survey updates, modifications or certifications; all costs incurred in connection with Purchaser's investigation of the Acquired Property; and one-half of the escrow fees and expenses charged by Escrow Agent. Except as set forth in this Section or elsewhere in this Agreement, each of the Parties shall bear its own expenses and the expenses of its counsel and other agents in connection with the Transaction contemplated hereby.

2.12. "AS IS" TRANSACTION. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 3, (A) THE CONSENT OF A PARTY TO THE CLOSING SHALL CONSTITUTE A WAIVER BY SUCH PARTY OF ANY CONDITIONS TO CLOSING NOT SATISFIED AS OF THE CLOSING DATE, AND (B) FOLLOWING CLOSING, SELLER MAKES NO

REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ACQUIRED PROPERTY, INCLUDING INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE ACQUIRED PROPERTY, THE PHYSICAL CONDITION OF ANY PERSONAL OR REAL PROPERTY COMPRISING A PART OF THE ACQUIRED PROPERTY OR WHICH IS THE SUBJECT OF ANY LEASE OR CONTRACT TO BE ASSIGNED TO PURCHASER AT THE CLOSING, THE ENVIRONMENTAL CONDITION OR ANY OTHER MATTER RELATING TO THE PHYSICAL CONDITION OF ANY REAL PROPERTY OR IMPROVEMENTS, THE ZONING OF ANY SUCH REAL PROPERTY OR IMPROVEMENTS, THE VALUE OF THE ACQUIRED PROPERTY (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF THE ACQUIRED PROPERTY, THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE TITLE OF THE ACQUIRED PROPERTY (OR ANY PORTION THEREOF), THE MERCHANTABILITY OR FITNESS OF THE PERSONAL PROPERTY OR ANY OTHER PORTION OF THE ACQUIRED PROPERTY FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER OR THING RELATING TO THE ACQUIRED PROPERTY OR ANY PORTION THEREOF. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ACQUIRED PROPERTY. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE ACQUIRED PROPERTY AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ACQUIRED PROPERTY AS PURCHASER DEEMED NECESSARY OR APPROPRIATE AND THAT, IN PROCEEDING WITH ITS ACQUISITION OF THE ACQUIRED PROPERTY, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 3, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, UPON THE CLOSING DATE, PURCHASER WILL ACCEPT THE ACQUIRED PROPERTY AT THE CLOSING IN ITS "AS IS," "WHERE IS," AND "WITH ALL FAULTS" CONDITION.

3. **Representations and Warranties of Seller.** Subject to the terms, conditions and limitations set forth in this Agreement, Seller represents and warrants to Purchaser as of the date of this Agreement as follows:

3.1. **Organization.** Seller is an entity validly existing under the Laws of the State of Delaware, and has the power and authority to own, lease and operate the Acquired Property which it owns, leases or operates.

3.2. **Due Authorization.** The execution, delivery and performance by Seller of this Agreement and the consummation of the Transaction are within Seller's limited liability company powers and have been duly authorized by all necessary actions on the part of Seller. Subject to entry by the Bankruptcy Court of the Sale Order in the Bankruptcy Case, this Agreement constitutes a valid and binding agreement of Seller that is enforceable in accordance with its terms.

3.3. Governmental Authorization. Except as disclosed on Schedule 3.3, the execution, delivery and performance by Seller of this Agreement and the consummation of the Transaction by Seller require no action by or in respect of, or filing with, any Governmental Authority other than (a) consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court, and (b) any such action or filing as to which the failure to make or obtain would not be reasonably likely to have a Material Adverse Effect.

3.4. Non-contravention. Subject to entry by the Bankruptcy Court of the Sale Order in the Bankruptcy Case, and except for Permitted Liens and Encumbrances and Assumed Liabilities or Liens that will be released at or prior to Closing, the execution, delivery and performance by Seller of this Agreement and the consummation of the Transaction by Seller do not and will not (a) violate any of Seller's organizational documents, (b) assuming compliance with the matters referred to in Section 3.3, violate any Applicable Law, (c) except as to matters which would not reasonably be likely to have a Material Adverse Effect, and subject to obtaining the consents described in Section 3.5, constitute a default under or give rise to any right of termination, cancellation or acceleration of any right or obligation or to a loss of any benefit relating to any Acquired Property to which Seller is entitled under any provision of any Material Contract binding upon Seller except for breaches and defaults referred to in Section 365(b)(2) of the Bankruptcy Code, or (d) result in the creation or imposition of any other Lien on any Acquired Property of Seller. Without limiting the foregoing, Seller is not a party to, and the Acquired Property is not subject to, any Order or agreement that would reasonably be expected to prevent Seller from conveying the Acquired Property to Purchaser pursuant to the Sale Order.

3.5. Required Consents. Except (i) for consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court, and (ii) as otherwise set forth on Schedule 3.5, there is no Material Contract binding upon Seller requiring a consent or other action by any Governmental Authority as a result of the execution, delivery and performance of this Agreement which has not been obtained (or will not have been obtained at or prior to Closing), except such consents or actions as would not, individually or in the aggregate, have a Material Adverse Effect if not received or taken by the Closing Date.

3.6. Litigation. Except as disclosed on Schedule 3.6, as of the date hereof, there is no action, suit, investigation or proceeding pending against, or to the Knowledge of Seller, threatened against or affecting, the Acquired Property (other than the Bankruptcy Case) before any Governmental Authority which is reasonably likely to have a Material Adverse Effect or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transaction, and Seller has not received any written notice thereof.

3.7. Compliance with Laws and Court Orders. To the Knowledge of Seller, Seller is not in violation of any Law applicable to the Acquired Property, except for violations which would not reasonably be likely to have a Material Adverse Effect, and Seller has not received any written notice thereof.

3.8. Real Property. Except as set forth on Schedule 3.8, and other than Post-Closing Occupancy Agreement to be entered into at Closing, Seller has not leased or otherwise granted to any Person the right to possess, use or occupy any portion of the Owned Real Property or the Improvements (including any tenancy at will or other informal occupancy right). Except as

set forth on Schedule 3.8, Seller has not subleased the right to use and occupy the Ground Lease Improvements to any third party, sublessee or licensee. Other than the right of Purchaser pursuant to this Agreement, and the rights granted to the Landlord under the Ground Lease, there are no outstanding options, rights of first offer or rights of first refusal to purchase the Land or the Ground Lease Property or the improvements located thereon created by, through or under Seller.

3.9. Environmental Matters. Other than as may be set forth in the reports and other items described on Schedule 3.9,

(a) Seller has received conditional closure approvals (No Further Action Closure, or “NFAC”) from the Broward County Environmental Protection Department (“EEPD”) for the Office Parcels and the Residential Parcel, and Declarations of Restrictive Covenants have been recorded against such parcels in the Official Records of Broward County, Florida in connection therewith;

(b) Other than as described in the Remedial Action Plan and the ongoing maintenance of Engineering Controls, (i) Seller has not received written notice that any further investigation, remediation, or corrective action is required by any Governmental Authority with respect to the Owned Real Property or the Ground Lease Property and (ii) to Seller’s Knowledge, from and after the time that Seller purchased the Land and leased the Ground Lease Property, there has been no Release of any Hazardous Substances at, on, under, or migrating from the Land or Ground Lease Property in quantities or concentrations that would reasonably be likely to require investigation or remediation under Environmental Laws;

(c) Seller has not received written notice from any Governmental Authority or third party of any violation of or failure to comply with any Environmental Laws with respect to any Owned Real Property or Ground Lease Property which, to the Knowledge of Seller, remains uncorrected, or of any obligation to undertake or bear the cost of any remediation with respect to any Owned Real Property or Ground Lease Property which, to the Knowledge of Seller, remains unperformed; and

(d) Seller has made available to Purchaser in the Data Room true and complete copies of all environmental reports, assessments, audits, studies, investigations, and correspondence with Governmental Authorities relating to environmental conditions at or affecting the Owned Real Property or Ground Lease Property that are in the possession, custody, or control of Seller and are described in Schedule 3.9.

3.10. Brokers. Except for Eastdil Secured, no broker, investment banker or other Person engaged by Seller is entitled to any broker’s, finder’s or other similar fee or commission payable by Seller in connection with the Transaction contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

3.11. Material Contracts. To Seller’s Knowledge, true and complete copies of all material contracts relating to the Acquired Property (collectively, the “Material Contracts”) are set forth in the Data Room and are listed on Schedule 3.11 attached hereto. To Seller’s Knowledge, except as to matters which would not reasonably be likely to have a Material Adverse Effect and,

except as set forth on Schedule 3.11, each of the Material Contracts is in full force and effect and Seller has not received any written notice that any party thereto is in breach of or default thereunder.

3.12. Utilities and Access. To Seller's Knowledge, the Owned Real Property has legal access to and from a public roadway and is served by utilities (water, sewer, electric, and telecommunications) sufficient for its current use, in each case through public systems or valid easements.

3.13. Ground Lease. Seller is the holder of the ground lessee's interest under the Ground Lease. The Ground Lease is in full force and effect. Seller is not in default in any material respect under the Ground Lease, and, to Seller's Knowledge, the Landlord is not in default in any material respect under the Ground Lease. As of the date of the Auction, Seller has not received any notice from Ground Lessor of its exercise or intent to exercise its "recapture" rights under the Ground Lease arising from any cessation of occupancy.

4. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as follows:

4.1. Organization. Purchaser is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all limited liability company powers and all material governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

4.2. Corporate Authorization. The execution, delivery and performance by Purchaser of this Agreement and the consummation of the Transaction are within the limited liability company powers of Purchaser and have been duly authorized by all necessary actions on the part of Purchaser. This Agreement constitutes a valid and binding agreement of Purchaser that is enforceable in accordance with its terms.

4.3. Governmental Authorization. The execution, delivery and performance by Purchaser of this Agreement and the consummation of the Transaction by Purchaser require no action by or in respect of, or filing with, any Governmental Authority other than (a) consents, approvals or authorizations of, or declarations or filings with, the Bankruptcy Court, and (b) any such action or filing as to which the failure to make or obtain would not have a Material Adverse Effect on the Purchaser or its ability to close the Transaction.

4.4. Non-contravention. Neither the execution and delivery of this Agreement nor the consummation of the Transaction will (a) conflict with or result in any breach of any provision of the organizational documents of Purchaser; (b) require any filing with, or the obtaining of any permit, authorization, consent or approval of, any Governmental Authority; (c) violate, conflict with or result in a default (or any event which, with notice or lapse of time or both, would constitute a default) under, or give rise to any right of termination, cancellation or acceleration under, any of the terms, conditions or provisions of any note, mortgage, other evidence of indebtedness, guarantee, license, agreement, lease or other contract, instrument or obligation to which Purchaser is a party or by which Purchaser or any of its assets may be bound; or (d) violate any Law applicable to Purchaser, excluding from the foregoing clauses (b), (c) and

(d) such requirements, violations, conflicts, defaults or rights which would not adversely affect the ability of Purchaser to consummate the Transaction.

4.5. Financing. Purchaser has sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment of the Purchase Price and any other amounts to be paid by it hereunder.

4.6. Litigation. There is no action, suit, investigation or proceeding pending against or, to the knowledge of Purchaser, threatened against or affecting Purchaser before any Governmental Authority which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the Transaction.

4.7. Brokers. Purchaser has not employed any broker, finder, investment banker, or other intermediary or incurred any liability for any investment banking fees, financial advisory fees, brokerage fees, finders' fees, or other similar fees in connection with this Agreement or the Transaction.

4.8. Inspections; No Other Representations. Purchaser is an informed and sophisticated purchaser, and has engaged expert advisors, experienced in the evaluation and purchase of properties and assets such as the Acquired Property and assumption of liabilities such as the Assumed Liabilities as contemplated hereunder. Purchaser has undertaken such investigations and has been provided with and has evaluated such documents and information as it has deemed necessary to enable it to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. Purchaser acknowledges that Seller has given Purchaser reasonable and open access to the key employees, documents and facilities of Seller relating to the Acquired Property. Purchaser acknowledges and agrees that the Acquired Property is being sold on an "**AS IS, WHERE IS**" basis and Purchaser agrees to accept the Acquired Property and the Assumed Liabilities in the condition they are in on the Closing Date based on its own inspection, examination and determination with respect to all matters and without reliance upon any express or implied representations or warranties of any nature made by or on behalf of or imputed to Seller, except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, Purchaser acknowledges that Seller makes no representation or warranty with respect to any information or documents made available to Purchaser or its counsel, accountants or advisors with respect to the Acquired Property, except as expressly set forth in this Agreement. Purchaser acknowledges and agrees with the provisions of Section 2.12 herein. Nothing in this Section 4.8 shall limit Purchaser's rights with respect to (i) subject to Section 12 hereof, Seller's express representations and warranties set forth in this Agreement, (ii) the Title Policies, Deed covenants, or Sale Order protections, or (iii) claims arising from Seller's fraud, intentional misrepresentation, or willful concealment.

4.9. OFAC. Purchaser is not, and is not acting on behalf of, any Person that is the target of any sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, including any Person listed on the Specially Designated Nationals and Blocked Persons List. The funds used by Purchaser in connection with the Transaction will not be derived from unlawful activities.

5. Covenants of Seller. Seller covenants and agrees that:

5.1. Acquired Property. From the date hereof until the earlier of the termination of this Agreement pursuant to Section 13 or the Closing Date, except (i) as disclosed on Schedule 5.1, (ii) as may be required by the Bankruptcy Court, (iii) for the consequences resulting from the continuation of the Bankruptcy Case, (iv) as may be required or contemplated by this Agreement, or (v) as may be required by any Orders issued by any Governmental Authorities, Seller shall not, without the prior written consent of Purchaser, (a) mortgage, pledge or subject to any Liens any of the Acquired Property (except for or pursuant to Permitted Liens and Encumbrances existing as of the date hereof and Liens that will be discharged as of the Closing Date or which will no longer encumber the Acquired Property as a result of entry of the Sale Order), (b) enter into, amend, renew, or terminate any lease, license, or occupancy arrangement affecting the Acquired Property (other than the Post-Closing Occupancy Agreement but including the Ground Lease) or enter into, amend, or terminate any Material Contract. From the date hereof until the earlier of the termination of this Agreement pursuant to Section 13 or the Closing Date, except (i) as disclosed on Schedule 5.1, (ii) as may be required by the Bankruptcy Court, (iii) for the consequences resulting from the continuation of the Bankruptcy Case, (iv) as may be required or contemplated by this Agreement, or (v) as may be required by any Orders issued by any Governmental Authorities, Seller shall use commercially reasonable efforts to maintain the Acquired Property in substantially the same condition as it exists on the Execution Date, ordinary wear and tear excepted.

5.2. Notices of Certain Events. Seller shall promptly notify Purchaser of and deliver copies to Purchaser of:

(a) any notice or other written communication from any Person alleging that the consent of such Person is or may be required in connection with the consummation of the Transaction;

(b) any material written communication from any Governmental Authority in connection with or relating to the Transaction;

(c) the commencement of any actions, suits, investigations or proceedings relating to Seller or the Acquired Property, that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to Section 3.6;

(d) any written notice of Lien, code enforcement, open permit, condemnation, casualty, environmental claim, or other matter that could reasonably be expected to materially and adversely affect title, insurability, or use of the Acquired Property;

(e) any written notice, communication, or report received by Seller from any Governmental Authority or third party relating to Environmental Laws, Hazardous Substances, or environmental conditions at, on, under, or migrating from the Owned Real Property or the Ground Lease Property; and

(f) the Release of Hazardous Substances at, on, under, or from the Owned Real Property or the Ground Lease Property in violation of Application Law and of which Seller has Knowledge.

6. Covenants of Purchaser. Purchaser covenants and agrees that:

6.1. Insurance. To the extent that any insurance policies of Seller or any of its Affiliates cover any loss, liability, claim, damage or expenses relating to any Acquired Property and such insurance policies continue after the Closing to permit claims to be made thereunder with respect to events occurring prior to the Closing, Seller shall, subject to the rights of Purchaser under Section 8.2, retain all rights thereunder for events occurring prior to Closing and Purchaser shall provide reasonable cooperation (at Seller's expense) to the extent required by Seller in submitting and pursuing such claims for the benefit of Seller.

7. Covenants of Purchaser and Seller. Purchaser and Seller agree that:

7.1. Access to Information. Purchaser acknowledges that (a) prior to the date of this Agreement, Purchaser and its counsel, accountants and other representatives have had access to the Data Room, the Owned Real Property, the Ground Lease Property, the Ground Lease Improvements, and officers and other employees of Seller for the purposes of evaluating the Acquired Property, subject to the terms of the Confidentiality Agreement, and (b) prior to entering into this Agreement, Purchaser has determined that it is satisfied with its due diligence review and evaluation of the Acquired Property, and has determined to enter into this Agreement and to acquire the Acquired Property subject to the terms and conditions hereof. Notwithstanding the foregoing, from the date hereof until the earlier of the termination of this Agreement pursuant to Section 13 or the Closing Date, Seller shall continue to afford to Purchaser and its counsel, accountants and other representatives, access (at reasonable times during normal business hours) to the Data Room, the Owned Real Property, the Ground Lease Property, the Ground Lease Improvements, and officers and other employees of Seller on the same basis as previously provided to Purchaser, subject to the terms of the Confidentiality Agreement, and provided that Purchaser maintains liability insurance naming Seller as an additional insured and covering any damage to person or property on or in the Owned Real Property, the Ground Lease Property, or the Ground Lease Improvements caused by Purchaser or its representatives, agents, or employees while accessing such property. No investigation pursuant to this Section 7.1 shall alter any representation or warranty given hereunder by any Seller.

7.2. Efforts; Further Assurances. Subject to the terms and conditions of this Agreement, Purchaser and Seller will use their respective commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Laws to consummate the Transaction contemplated by this Agreement; provided, however, Seller shall be entitled to take such actions as are required in connection with the discharge of its fiduciary duties during the Bankruptcy Case (including soliciting higher or better offers for the Acquired Property). Seller and Purchaser agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be necessary or desirable in order to vest in Purchaser good title to the Acquired Property or to evidence the assumption by Purchaser of the Assumed Liabilities.

7.3. Public Announcements. Neither Seller nor Purchaser shall make any public announcements or statements concerning the Transaction without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Purchaser acknowledges and agrees that Seller may provide copies of this Agreement to parties in interest in the Bankruptcy Case and to those parties to whom Seller determine it is necessary to provide copies in connection with soliciting higher or better bids for the Acquired Property or as otherwise necessary or desirable in

connection with the Bankruptcy Case. Seller also shall be entitled to file copies with the Bankruptcy Court or as otherwise required by Law and shall be entitled to publish notice of the contemplated Transaction in any newspaper selected by Seller.

7.4. Bankruptcy Issues.

(a) Solicitation of Competing Bids. This Agreement is subject to approval by the Bankruptcy Court and the consideration by Seller of higher or otherwise better competing bids in respect of all of the Acquired Property or separate bids with respect to any of the Acquired Property that, when taken together, constitute a higher or better bid (any such competing bid or combination of bids, a "Competing Bid"). Through the conclusion of the Auction, Seller may market and pursue a Competing Bid or other Alternative Transaction (it being agreed and understood that bidders shall be permitted to bid separately for any of the portion of the assets made available for purchase by Seller (and, in each case, together with any related assets)) and may perform any and all acts related thereto subject to and in accordance with the Bankruptcy Code, the Bidding Procedures Order and any other Applicable Law; provided, however, that Seller may not continue to market or pursue a Competing Bid after the conclusion of the Auction, but may respond to unsolicited proposals.

(b) Bidding Procedures. This Agreement is subject to the entry by the Bankruptcy Court of the Bidding Procedures Order approving the Bidding Procedures.

(c) Stalking Horse Provisions. In accordance with the Bidding Procedures, if Purchaser is designated the Stalking Horse Bidder (as defined therein), this Agreement shall constitute the Stalking Horse Bid (as defined in the Bidding Procedures), and the following provisions (collectively referred to as the "Stalking Horse Provisions") shall apply:

(i) Breakup Fee, Expense Reimbursement and Bidding Procedures. Upon the consummation of an Alternative Transaction, Seller shall cause the Escrow Agent to return the Earnest Money Deposit to Purchaser (to the extent not previously returned to Purchaser) and shall pay to Purchaser cash or other immediately available funds in an amount equal to Two Million Six Hundred Forty Thousand Dollars (\$2,640,000.00) (the "Breakup Fee") and an expense reimbursement of actual, necessary and documented out of pocket expenses associated with this Agreement (including travel, due diligence, professional fees, etc.) of up to a maximum amount of Five Hundred Thousand Dollars (\$500,000.00) (the "Expense Reimbursement"); provided, however, the Breakup Fee and Expense Reimbursement shall not be due and payable if Purchaser has committed a material breach of this Agreement prior to the consummation of such Alternative Transaction. The Parties agree that the Breakup Fee, the Expense Reimbursement, and the return of the Earnest Money Deposit shall be the full and liquidated damages of Purchaser arising out of any termination of this Agreement pursuant to Sections 13.1(h) or 13.1(j). The provisions of this Section 7.4(c)(i) shall survive any termination of this Agreement pursuant to Sections 13.1(h) or 13.1(j). The Breakup Fee, the Expense Reimbursement and the Earnest Money Deposit shall be

paid to Purchaser within two (2) Business Days following the closing of an Alternative Transaction. An amount equal to the Breakup Fee and the Expense Reimbursement shall be segregated from the closing proceeds at the closing of any Alternative Transaction and at such closing such amounts shall be paid directly into an account designated and held by Purchaser segregated from all other Seller assets to be held in such account free and clear of all Liens pending Bankruptcy Court approval of the final payment of such amounts to Purchaser and upon such approval, disbursed directly to Purchaser.

(d) Backup Bid. At the conclusion of the Auction, Seller shall identify and certify the bid that constitutes the second highest or best offer for the Acquired Property (the “Backup Bid” and the Qualified Bidder submitting such bid, the “Backup Bidder”). The Backup Bidder may be required by Seller to close on the Backup Bid no later than forty-five (45) days after the date of the Sale Hearing; provided, however, that the good faith deposit related to the Backup Bid shall be retained until the earlier of (i) thirty (30) days after the date of the Sale Hearing, (ii) the closing of the transaction contemplated by the highest or best bid approved by the Bankruptcy Court, and (iii) such earlier date as Seller and Purchaser may agree in writing, without the consent of any other party in interest in the Bankruptcy Case. In the event that the Backup Bidder fails to close on the transaction contemplated in the Backup Bid, Seller shall be permitted to retain the Backup Bidder’s good faith deposit as liquidated damages and that shall be Seller’s sole and exclusive remedy in connection with such failure.

(e) Sale Order. The Parties shall request that the Sale Order be entered promptly after the Sale Hearing. The form of Sale Order that Seller will propose that the Bankruptcy Court enter after the Sale Hearing shall be in form and substance consistent with this Agreement and otherwise satisfactory to Purchaser and Seller in their reasonable discretion.

(f) Bankruptcy Court Approval of Sale. Seller and Purchaser shall cooperate, assist and consult with each other and each use commercially reasonable efforts to secure the entry of the Sale Order, including furnishing affidavits, declarations or other documents or information for filing with the Bankruptcy Court; provided, however, Seller shall be entitled to take such actions as may be required in connection with the discharge of its fiduciary duties in the Bankruptcy Case (including soliciting higher or better offers for the Acquired Property). In connection with the assumption and assignment of the Assigned Contracts pursuant to Section 365 of the Bankruptcy Code, Purchaser shall take all actions reasonably required or otherwise as directed by the Bankruptcy Court to provide “adequate assurance of future performance” by Purchaser under the Assigned Contracts after the Closing, including, but not limited to, the adequate assurance of future performance for leases of real property as set forth in the Bankruptcy Code. The Sale Order shall also indicate that the Transaction may be consummated immediately upon entry of the Sale Order and any stays provided by the Bankruptcy Rules, including those set forth in Bankruptcy Rules 6004(h) and 6006(d), shall be waived. In the event the Sale Order is appealed, Seller shall use its commercially reasonable efforts to oppose any such appeal.

(g) Consents. Seller and Purchaser shall use their commercially reasonable efforts prior to Closing to obtain all required consents of third parties whose consent is required under Section 365 of the Bankruptcy Code in order for Seller to validly assign the Assigned Contracts to Purchaser at Closing (other than those obviated by the Sale Order). Notwithstanding the foregoing or anything contained herein to the contrary, this Agreement shall not constitute an agreement to assign any Contract or the Ground Lease or any claim or right or any benefit arising thereunder or resulting therefrom if an attempted assignment thereof, notwithstanding the Sale Order or without the consent of a third party thereto, would constitute a default thereunder or in any way materially adversely affect the rights of Purchaser thereunder. If such consent is not obtained, or if an attempted assignment thereof would be ineffective or would materially adversely affect the rights of Purchaser thereunder, Seller shall use its commercially reasonable efforts after Closing, and at Purchaser's expense, to provide to Purchaser the benefits under any such Contract or the Ground Lease, as applicable. Purchaser shall pay any Cure Costs relating to any Assigned Contracts. Purchaser shall be responsible for complying with the provisions of §365(b)(1)(C)) of the Bankruptcy Code.

7.5. Notices. If at any time (a) Purchaser actually becomes aware of any material breach by Seller of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by Seller, or (b) Seller actually become aware of any breach by Purchaser of any representation, warranty, covenant or agreement contained herein and such breach is capable of being cured by Purchaser, the Party becoming aware of such breach shall promptly notify the other Party, in accordance with Section 14.1, in writing of such breach. Upon such notice of breach, the breaching Party shall have until the earlier of (y) ten (10) days after receiving such notice, and (z) the Outside Date, to cure such breach prior to the exercise of any remedies in connection therewith. Seller shall provide notice of the sale to such third parties as Purchaser may reasonably require including, without limitation, all Government Authorities. All such notices shall be provided to Purchaser within a reasonable time prior to delivery by Seller and shall be in such form and substance reasonably satisfactory to Seller and Purchaser.

7.6. Payments Received. Seller and Purchaser each agree that after the Closing they will hold in trust and as fiduciary for the other, and will promptly transfer and deliver to the other from time to time as and when received by them and in the exact form received by them, any cash, checks (with appropriate endorsement where necessary to permit collection), or other property that they may receive on or after the Closing which properly belongs to the other Party (as determined in accordance with the provisions of this Agreement), and each Party will account to the other for all such receipts. The provisions of this Section shall survive the Closing.

7.7. Access to Improvements. Following the Closing, Seller shall continue to occupy a portion of the Improvements pursuant to and on the terms set forth in that certain occupancy agreement in the form attached hereto as Exhibit K (the "Post-Closing Occupancy Agreement").

7.8. No Interference. From the date hereof through Closing, Seller shall not take any action, or permit any action to be taken, that would (i) disturb, breach, remove, or impair any Engineering Control required by the Declaration of Restrictive Covenant or the Remedial Action Plan, (ii) Release any Hazardous Substances on the Owned Property or the Ground Lease Property

in violation of Environmental Laws, or (iii) interfere with or impede any ongoing remediation, monitoring, or response activity being conducted at the Acquired Property by the Landlord or any Governmental Authority pursuant to the Remedial Action Plan or the Declaration of Restrictive Covenant.

8. Casualty or Condemnation.

8.1. Condemnation. If, prior to Closing, any Land or Ground Lease Property and the associated improvements thereon or any part thereof shall be subject to a taking by any public or quasi-public authority through condemnation, eminent domain or otherwise (including, but not limited to, any transfer made in lieu of or in anticipation of the exercise of such taking) (collectively, "Condemnation"), Seller shall promptly after Seller obtains actual knowledge thereof give Purchaser written notice describing the Condemnation. Purchaser shall take title to the Acquired Property relating to such affected property notwithstanding such Condemnation and without adjustment to the Purchase Price except as set forth in the penultimate sentence of this Section 8.1. At the Closing, in addition to the transfer of the Acquired Property as otherwise contemplated hereunder, Purchaser shall succeed to (i) all Condemnation proceeds, awards, damages, compensation, settlements, and other payments made or to be made by any Governmental Authority or other Person in respect of such Condemnation (collectively, the "Condemnation Proceeds"), whether received before, at, or after the Closing, (ii) all rights to prosecute, defend, settle, appeal, or otherwise participate in any Condemnation proceeding or claim relating thereto, and (iii) all rights to receive interest, additional compensation, severance damages, business damages, relocation benefits, and other payments of any kind arising from or relating to the Condemnation. Seller shall execute and deliver at Closing, without further consideration from Purchaser, all assignments, endorsements, instruments, powers of attorney, proofs of claim, and other documents reasonably requested by Purchaser and in form reasonably acceptable to Purchaser and Seller to effectuate the assignment and transfer of the Condemnation Proceeds and related rights to Purchaser, and Seller shall reasonably cooperate with Purchaser (at no cost to Seller) after Closing in connection with the prosecution, defense, settlement, or collection of any Condemnation Proceeds. From and after the notice of Condemnation and until Closing, Seller shall not settle, compromise, discontinue, or otherwise resolve any Condemnation proceeding, execute any conveyance in lieu of condemnation, or accept any Condemnation Proceeds without Purchaser's prior written consent, which consent not to be unreasonably withheld or delayed. Purchaser shall have the right, but not the obligation, to participate in and direct the prosecution or defense of any Condemnation proceeding after receipt of notice thereof and, upon Closing, shall have exclusive control of any such Condemnation proceeding. Seller's compliance with this Section 8.1 shall cure any breach of covenant or inaccuracy of any representation and warranty arising as a result of a Condemnation. Purchaser shall receive a credit against the Purchase Price at Closing equal to the amount of any Condemnation Proceeds actually received by Seller prior to Closing and not applied by Seller to restoration of the Acquired Property pursuant to a restoration plan approved in writing by Purchaser. Notwithstanding anything to the contrary in this Section 8.1, Purchaser shall have the right to terminate this Agreement by written notice given to Seller prior to Closing if, prior to Closing, a Total Taking of the Ground Lease Property occurs and the Ground Lease terminates pursuant to Section 9.2(A) of the Ground Lease.

8.2. Casualty. If, prior to Closing, any Land, Ground Lease Property, the Improvements, or the Ground Lease Improvements or any part thereof shall be destroyed or

damaged by fire, hurricane, windstorm, earthquake, flood or other casualty (collectively, “Casualty”), Seller shall promptly after Seller obtains actual knowledge thereof give Purchaser written notice describing the Casualty. Purchaser shall take title to the Acquired Property relating to such affected Acquired Property notwithstanding such Casualty and without adjustment to the Purchase Price (other than as specifically set forth in this Section 8.2), and Purchaser shall not have the right to terminate this Agreement by reason of any Casualty, regardless of the magnitude thereof, except that if the costs reasonably estimated by Purchaser and agreed to by Seller to restore the Property from such Casualty exceeds the amounts of Casualty Proceeds (as defined below) actually available to Seller to be assigned to Purchaser by an amount which is less than or equal to \$20,000,000 (such amount, the “Casualty Proceeds Shortfall Amount”), the Purchase Price shall be reduced by the amount of such Casualty Proceeds Shortfall Amount. At the request of Purchaser, Seller shall use commercially reasonable efforts to bind, at the expense of Purchaser, a policy of insurance with respect to the Property in Seller’s name, which policy, if transferable, shall be transferred by Seller to Purchaser upon Closing. At the Closing, in addition to the transfer of the Acquired Property as otherwise contemplated hereunder: (a) Seller shall assign, transfer, convey, and set over to Purchaser, without further consideration, all of Seller’s right, title, and interest in and to (i) all Casualty proceeds, insurance payments, benefits, awards, business interruption proceeds, rental interruption proceeds, and other payments made or to be made by any insurance carrier or other Person in respect of such Casualty (collectively, the “Casualty Proceeds”), whether received before, at, or after the Closing, and whether payable under Seller’s or the Landlord’s (as required to be assigned pursuant to the Ground Lease) property insurance, business interruption insurance, or any other insurance policy or program covering the Acquired Property, (ii) all rights to prosecute, defend, adjust, settle, appeal, or otherwise participate in any insurance claim or proceeding relating thereto, (iii) all rights to receive deductibles, coinsurance credits, replacement cost payments, actual cash value payments, and any other insurance recoveries of any kind, and (iv) all proofs of loss, statements of loss, assignments of claims, sworn statements, and other similar items; (b) Purchaser shall receive a credit against the Purchase Price at Closing equal to (i) the amount of any Casualty Proceeds actually received by Seller prior to Closing and not applied by Seller to restoration of the Acquired Property pursuant to a restoration approved by Purchaser in writing, and (ii) the aggregate amount of any deductibles, self-insured retentions, and coinsurance amounts; and (c) Seller shall execute and deliver at Closing all assignments, endorsements, proofs of loss, statements of loss, powers of attorney, and other documents reasonably requested by Purchaser and in form reasonably acceptable to Purchaser and Seller to effectuate the assignment and transfer of the Casualty Proceeds and related rights to Purchaser, and Seller shall reasonably cooperate with Purchaser (at no cost to Seller) after Closing in connection with the adjustment, settlement, or collection of any Casualty Proceeds. From and after the notice of Casualty and until Closing, and subject to the requirements of the Ground Lease, Seller shall (A) not adjust, settle, compromise, or otherwise resolve any insurance claim relating to the Casualty, or accept any Casualty Proceeds, without Purchaser’s prior written consent, which consent may be granted or withheld in Purchaser’s reasonable discretion; (B) diligently pursue insurance recovery in coordination with Purchaser; (C) not cancel, terminate, allow to lapse, or materially amend or modify any insurance policy covering the Acquired Property; and (D) maintain in effect all insurance policies covering the Acquired Property in the same amounts, with the same deductibles, and on the same terms as in effect on the Execution Date. Purchaser shall have the right, but not the obligation, to participate in the adjustment and settlement of any insurance claim after receipt of notice thereof and, upon Closing, subject to the provisions of the

Ground Lease, shall have exclusive control of any such insurance claim. Seller's compliance with this Section 8.2 shall cure any breach of covenant or inaccuracy of any representation and warranty arising as a result of a Casualty. Notwithstanding anything to the contrary in this Section 8.2, following the occurrence of a Casualty, Purchaser shall have the right to terminate this Agreement by written notice given to Seller prior to Closing if, prior to Closing, Landlord terminates the Ground Lease pursuant to Section 9.1(C) of the Ground Lease.

9. Tax Matters.

9.1. Tax Cooperation. Purchaser and Seller agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Acquired Property as is reasonably necessary for the preparation and filing of all Tax returns, the making of any election relating to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any Claim, suit or proceeding relating to any Tax. Seller and Purchaser shall cooperate with each other in good faith in the conduct of any audit or other proceeding relating to Taxes involving the Acquired Property.

9.2. Transfer Taxes. Seller will be responsible for all documentary, stamp, transfer (including real property transfer), and other similar non-income Taxes and all filing and recording fees (and any interest, penalties and additions with respect to such Taxes and fees) arising from the transfer of the Acquired Property at Closing (collectively, "Transfer Taxes"), regardless of the Party on whom Liability is imposed under the provisions of Applicable Laws relating to such Transfer Taxes. Seller and Purchaser will consult and cooperate on a reasonable basis in preparing and timely filing all Tax Returns with respect to any Transfer Taxes and will cooperate on a reasonable basis and otherwise take commercially reasonable efforts to obtain any available exemptions from or reductions in such Transfer Taxes.

10. Real Estate Matters.

10.1. Title Examination. Seller has obtained title commitments for the Land and the Ground Lease Property (each a "Title Commitment" and collectively, the "Title Commitments") issued by First American Title Insurance Company (the "Title Company"), copies of which Title Commitments, together with the instruments referenced therein as exceptions, are included in the Data Room. Purchaser has reviewed the Title Commitments and has satisfied itself as to the condition of title to the Land and the Ground Lease Property. Except with respect to any additional exceptions that may be taken by the Title Company after the effective date of the applicable Title Commitment, Purchaser shall have no further right to object to any title matter shown on the Title Commitments, and Purchaser shall accept title to the Land and the Ground Lease Property subject to all matters shown on Schedule B-II to the Title Commitments.

10.2. Survey. As-built surveys of the Land and the Ground Lease Property (each a "Survey" and collectively, the "Surveys") prepared by Stoner & Associates, Inc. (the "Surveyor") are included in the Data Room. Purchaser has reviewed the Surveys and has satisfied itself with respect to the matters shown thereon. Purchaser shall have no further right to object to any matters shown on the Surveys, and Purchaser shall accept title to the Land and the Ground Lease Property subject to all matters shown on the Surveys; provided that Purchaser may require that the Surveyor certify the Surveys to Purchaser and Purchaser's lender at Closing, if applicable.

10.3. Updated Title Commitments. If any update of the Title Commitments following the effective date of the applicable Title Commitment contains exceptions not shown on the Title Commitments described in Section 10.1, above, and such exceptions render title to the Land or the Ground Lease Real Property unmarketable, then Purchaser may furnish to Seller a written statement objecting to such exceptions, and Seller shall have a period of ten (10) Business Days (the “Cure Period”) to remove such exception or otherwise satisfy such objection (without any obligation to do so). If Seller fails to remove such exception or otherwise satisfy such objection, Purchaser’s sole remedy shall be to either (a) waive the objection and close the Transaction on the terms set forth herein, with the matter objected to being a Permitted Lien and Encumbrance and without any adjustment to the Purchase Price, or (b) designate the affected real property and its related assets as an Excluded Asset, by giving written notice of such election within five (5) Business Days after the expiration of the Cure Period, in which case the Purchase Price will be adjusted in accordance with the portion of the Purchase Price allocated to such Excluded Asset in the Allocation set forth in Schedule 2.6(b) (with the Breakup Fee to be based on such adjusted Purchase Price). Purchaser will be deemed to have elected to waive the objection and close the Transaction if no notice setting forth Purchaser’s election is timely given to Seller. Any matter shown in an updated Title Commitment and not objected to by Purchaser in a written statement as aforesaid shall be deemed waived by Purchaser and shall be a Permitted Lien and Encumbrance.

11. Closing Conditions.

11.1. Conditions to Obligations of Purchaser and Seller. The obligations of Purchaser and Seller to consummate the Closing are subject to the satisfaction of the following conditions:

(a) The Bankruptcy Court shall have entered the Sale Order in the Bankruptcy Case, authorizing the Transaction and approving this Agreement under Sections 105(a), 363, and 365, of the Bankruptcy Code, in form and substance reasonably acceptable to Seller and Purchaser, and, as of the Closing Date, the Sale Order shall be a Final Order (unless such Final Order requirement is waived by Seller and Purchaser in each of their respective sole discretion) and in full force and effect, shall not then be stayed, and shall not have been vacated or reversed; and

(b) No injunction, stay or similar Order issued by any Governmental Authority shall be in effect that restrains, enjoins, stays or prohibits the consummation of the Transaction.

11.2. Conditions to Obligations of Purchaser. The obligation of Purchaser to consummate the Closing is subject to the satisfaction (or waiver by Purchaser) of the following further conditions:

(a) Seller shall have performed in all material respects all of its obligations, covenants and agreements hereunder required to be performed or complied with by Seller on or prior to the Closing Date;

(b) the representations and warranties of Seller contained in this Agreement shall be true and correct at and as of the Closing Date, as if made at and as of such date (or to the extent such representations and warranties speak as of an earlier date, they shall be true and correct as of such earlier date), with only such exceptions as would not in the aggregate reasonably be likely to have a Material Adverse Effect;

(c) Purchaser shall have received written evidence that the Title Company is committed to issue the Title Policies to Purchaser insuring that, upon Closing, fee simple title to the Land and a leasehold interest in the Ground Lease Property vests in Purchaser subject only to the applicable Permitted Liens and Encumbrances;

(d) Seller shall have delivered all of the items required by Section 2.9;

(e) The Purchaser shall have been approved as the Stalking Horse Bidder entitled to the Stalking Horse Protections set forth in Section 7.4(c), including, without limitation, the Breakup Fee and the Expense Reimbursement;

(f) Seller shall have used its commercially reasonable efforts to obtain from Ground Lessor and deliver to Purchaser an estoppel certificate provided by Ground Lessor in the form set forth on Exhibit L hereto, as further modified to contain a confirmation that no Trigger Event (as defined in the Ground Lease) has occurred as of the date hereof and if any has occurred, such Trigger Event is deemed to be waived;

(g) Seller shall have used its commercially reasonable efforts to obtain and deliver to Purchaser a written agreement executed by Ground Lessor for the benefit of Purchaser agreeing to temporarily “toll” for a period of 180 days immediately following the Closing the running of any period of time that the Ground Lease Improvements were, or are deemed to be, vacant under the Ground Lease, and subject to recapture;

(h) Seller shall have used its commercially reasonable efforts to obtain and deliver to Purchaser an estoppel certificate provided by Dania for the benefit of Purchaser reasonably acceptable to Purchaser certifying that no event of default has occurred under the Office Development Agreement, no “Trigger Event” has occurred under Office Development Agreement, and if any has occurred, such Trigger Event is deemed to be waived and that Completion (as defined in the Office Development Agreement of the Development (as defined in the Office Development Agreement) has occurred (or been waived) under the Office Development Agreement.

11.3. Conditions to Obligations of Seller. The obligation of Seller to consummate the Closing is subject to the satisfaction (or waiver by Seller) of the following further conditions:

(a) Purchaser shall have performed in all material respects all of its obligations hereunder required to be performed by it at or prior to the Closing Date;

(b) the representations and warranties of Purchaser contained in this Agreement shall be true and correct at and as of the Closing Date, as if made at and as of such date (or to the extent such representations and warranties speak as of an earlier date, they shall be true and correct in all material respects as of such earlier date);

(c) Seller shall have received all documents it may reasonably request relating to the existence of Purchaser and the authority of Purchaser to enter into and perform this Agreement, all in form and substance reasonably satisfactory to Seller; and

(d) Purchaser shall have delivered all of the items required by Section 2.10.

11.4. Waiver of Closing Conditions. Notwithstanding anything to the contrary contained herein, if any of the conditions to Closing are not fulfilled at or prior to the Closing and the Parties hereto agree to close the Transaction contemplated by this Agreement, then following the Closing all such conditions to Closing shall be deemed to have been waived effective as of the Closing.

12. Survival. The (a) representations and warranties of Seller, and (b) the covenants and agreements of Seller and Purchaser that by their terms are to be performed before Closing, contained in this Agreement or in any certificate or other writing delivered in connection herewith, shall not survive the Closing. The covenants and agreements of Seller and Purchaser contained herein that by their terms are to be performed after Closing or that are specifically stated to survive the Closing shall survive the Closing. Notwithstanding the foregoing, Purchaser's rights under the Sale Order and the Deed shall survive the Closing for a period of twelve (12) months. Nothing in this Agreement shall limit claims arising from fraud, intentional misrepresentation, or willful concealment.

13. Termination.

13.1. Grounds for Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written agreement of Seller and Purchaser;
- (b) by Seller or Purchaser if the Closing shall not have been consummated on or before October 31, 2026 (the "Outside Date"), unless the Party seeking termination is in breach of its obligations hereunder;
- (c) by Seller or Purchaser if any condition set forth in Section 11.1 is incapable of being satisfied by the Outside Date, or, through no fault of the Party seeking termination, is not satisfied by the Outside Date;
- (d) by Purchaser if any condition set forth in Section 11.2 is incapable of being satisfied, or through no fault of Purchaser, is not satisfied, by the Outside Date;
- (e) by Seller, if any condition set forth in Section 11.3 is incapable of being satisfied, or through no fault of Seller, is not satisfied, by the Outside Date;
- (f) by Purchaser if Seller materially breaches any of its representations warranties or covenants and agreements set forth in this Agreement and fails to cure the same within ten (10) days after written notice thereof from Purchaser to Seller (other than Seller's failure to close the Transaction for which no notice shall be required and no cure

period afforded and which shall constitute a material breach), unless Purchaser is in breach of its obligations hereunder;

(g) by Seller if Purchaser breaches any of its representations warranties or covenants and agreements set forth in this Agreement and fails to cure the same within ten (10) days after written notice thereof from Seller to Purchaser (other than Purchaser's failure to close the Transaction for which no notice shall be required and no cure period afforded), unless Seller is in breach of its obligations hereunder;

(h) by Seller or Purchaser if the Bankruptcy Court enters an Order in the Bankruptcy Case approving the sale of all or a portion of the Acquired Property to a Person other than Purchaser;

(i) by Purchaser if the Sale Order shall not have been entered by the Bankruptcy Court on or before September 15, 2026 or if the Bankruptcy Court does not approve Purchaser as the Stalking Horse Bidder and provide that Purchaser is entitled to the Stalking Horse Protections set forth in Section 7.4(c), including without limitation, the Breakup Fee and the Expense Reimbursement on or before August 13, 2026;

(j) automatically and without any action or notice by Seller to Purchaser, or Purchaser to Seller, immediately upon:

(i) approval by the Bankruptcy Court of an Alternative Transaction, unless Purchaser is designated a Backup Bidder under the Sale Order; or

(ii) the consummation of an Alternative Transaction;

(k) by Seller if management of Seller determines that proceeding with the Transaction on the terms and conditions set forth in this Agreement is inconsistent with the discharge of its fiduciary duties, in which case, provided that any termination by Seller pursuant to this Section 13.1(k) shall be treated as a termination pursuant to Section 13.1(j) for purposes of Section 7.4(c)(i), and the Earnest Money Deposit shall be returned to Purchaser, provided further that, notwithstanding anything to the contrary herein, if this Agreement is terminated pursuant to this Section 13.1(k), the Breakup Fee and Expense Reimbursement shall be due and payable to Purchaser only if at any time within twelve (12) months following the termination of this Agreement an Alternative Transaction shall have been consummated and shall be payable solely out of the proceeds of such Alternative Transaction; or

(l) by Purchaser or Seller if the Bidding Procedures Order entered by the Bankruptcy Court ceases to be in full force and effect.

The Party desiring to terminate this Agreement pursuant to this Section 13.1 (other than pursuant to Sections 13.1(a) and (j)) shall give notice of such termination to the other Party and to Escrow Agent under the Escrow Agreement in accordance with Section 14.1.

13.2. Effect of Termination. If this Agreement is terminated by Purchaser or Seller pursuant to Section 13.1 for any reason other than pursuant to Section 13.1(g), the Earnest Money Deposit shall be returned to Purchaser within two (2) Business Days after any termination of this Agreement. If this Agreement is terminated by Seller pursuant to Section 13.1(g), the Earnest Money Deposit shall be paid to Seller as liquidated damages. If the Earnest Money Deposit is paid to Seller pursuant to this Section 13.2, the Earnest Money Deposit will be deemed liquidated damages in favor of Seller and not as a penalty; it being agreed that Seller's actual damages are impossible to estimate and that the amount of liquidated damages is a good faith estimate of the actual damages that would be suffered by Seller as a result of a termination of this Agreement pursuant to Section 13.1(g), and that such liquidated damages shall be in lieu of any other right or remedy of Seller (at law or in equity) and shall constitute the sole and exclusive remedy of Seller whether at law or in equity. If this Agreement is terminated as permitted by Section 13.1, such termination shall be without liability of any Party (or any stockholder, director, member, manager, officer, employee, agent, consultant or representative of such Party) to the other Party to this Agreement except as expressly provided in this Section 13.2. The provisions of Sections 2.7, 7.4(c)(i) (if applicable), 13.2, 13.3, 13.4, 14.1, 14.4, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.12 shall survive any termination hereof pursuant to Section 13.1.

13.3. Expenses. Except as otherwise set forth expressly herein, all costs and expenses incurred in connection with this Agreement or the Transaction shall be paid by the Party incurring such cost or expense.

13.4. Exclusive Remedies. Effective as of Closing, and except for matters that expressly survive the Closing pursuant to Section 12 (and then only for so long as such matters survive), Purchaser waives irrevocably any rights and Claims Purchaser may have against Seller, whether at Law or in equity, relating to (a) any breach of a representation, warranty, covenant or agreement contained herein and occurring on or prior to the Closing, or (b) the Acquired Property or the Assumed Liabilities. Purchaser and Seller acknowledge and agree that if this Agreement is terminated pursuant to Section 13.1, the provisions of Section 13.2 and this Section 13.4 and Section 7.4, if applicable, set forth the sole and exclusive remedies of the Parties.

14. Miscellaneous.

14.1. Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing except as expressly provided herein. Any notice, request demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient; (ii) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid); (iii) when sent by email (so long as no notice of failure to transmit is received by sender); or (iv) three (3) Business Days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

if to Purchaser, to:

DPC Holdco LLC
c/o Hill City Capital LP
121 High Street, Third Floor

Boston, MA 02110
Attn: Michael Richards
Email: richards@hillcitycapital.com

with a copy to (which shall not constitute notice):

Nixon Peabody LLP
Matthew Lynch
53 State Street
Boston, MA 02109
Telephone: (617) 345-1000
Email: mrylnc@nixonpeabody.com

-and-

Victor G. Milione
55 West 46th Street
New York, NY 10036
Telephone: (212) 940-3000
vmilione@nixonpeabody.com

if to Seller, to:

Spirit Airlines, LLC
1731 Radiant Drive,
Dania Beach, FL 33004
Attn: Legal Department
Email: legaldepartment@spirit.com

with a copy to (which shall not constitute notice):

Davis Polk & Wardwell LLP
Attn: Marshall S. Huebner, Darren S. Klein, Christopher S. Robertson,
Joseph W. Brown
450 Lexington Avenue,
New York, NY 10017
Email: Christopher.robertson@davispolk.com; Darren.klein@davispolk.com;
Marshall.huebner@davispolk.com; joseph.w.brown@davispolk.com

-and-

Berger Singerman LLP
201 E. Las Olas Boulevard, Suite 1500
Fort Lauderdale, FL 33301
Attn: James L. Berger
Email: jberger@bergersingerman.com

All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt. Any notice required to be delivered to the Bankruptcy Court or served on parties in interest pursuant to the Bidding Procedures Order or Sale Order shall be served in accordance with such Order(s), and such service shall be in addition to (and not in lieu of) the notice requirements set forth herein.

14.2. Waivers. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law.

14.3. Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns; provided, however, that Seller may not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the written consent of Purchaser; and provided, further, that, Purchaser may assign all or any portion of its rights hereunder to one or more Persons who are Affiliates of Purchaser and who have provided adequate assurances of future performance, without the consent of Seller; otherwise, Purchaser may not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the written consent of Seller.

14.4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Florida and any applicable provisions of the Bankruptcy Code, without regard to the principles of conflicts of Law that would provide for application of another Law.

14.5. Jurisdiction.

(a) Prior to the closing of the Bankruptcy Case, the Parties agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Transaction shall be brought exclusively in the Bankruptcy Court, and each of the Parties hereby irrevocably consents to the jurisdiction of the Bankruptcy Court (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in the Bankruptcy Court or that any such suit, action or proceeding which is brought in the Bankruptcy Court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of the Bankruptcy Court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 14.1 shall be deemed effective service of process on such Party. Without limiting the foregoing, the Bankruptcy Court shall retain exclusive jurisdiction to interpret and enforce the Sale Order and to adjudicate any dispute arising under or relating to the Sale Order.

(b) After the closing of the Bankruptcy Case, except as otherwise expressly provided in this Agreement, the Parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the Transaction may be brought in any court having subject matter jurisdiction over such suit, action or proceeding, and that any cause of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of Florida, and each of the Parties hereby irrevocably consents to the jurisdiction of such courts located in Broward County, Florida (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 14.1 shall be deemed effective service of process on such Party.

14.6. Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTION.

14.7. No Third-Party Beneficiaries. No provision of this Agreement is intended to confer upon any Person, other than the Parties hereto, any rights or remedies hereunder.

14.8. Entire Agreement; Amendments; Counterparts. This Agreement (including the Schedules and Exhibits hereto) and the Confidentiality Agreement set forth the entire agreement among the Parties with respect to the subject matter hereof and may be amended only by a writing executed by Purchaser and Seller. This Agreement may be executed in counterparts, each of which when taken together shall constitute an original. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by the other Party hereto. This Agreement may be delivered by electronic transmission with the same effect as delivery of an original.

14.9. Headings, Interpretation. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation.” In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any provisions of this Agreement.

14.10. Radon Gas Disclosure. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

14.11. Disclosure Schedules. The Parties acknowledge and agree that (i) the Schedules to this Agreement may include certain items and information solely for informational purposes for the convenience of Purchaser and (ii) the disclosure by Seller of any matter in the Schedules shall not be deemed to constitute an acknowledgment by Seller that the matter is required to be disclosed by the terms of this Agreement or that the matter is material. If any Schedule discloses an item or information, the matter shall be deemed to have been disclosed in all other Schedules for which such information is reasonably apparent, notwithstanding the omission of an appropriate cross-reference to such other Schedules.

14.12. No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement or any other document executed or delivered in connection with this Agreement, and notwithstanding the fact that any party to any such transaction document may be a partnership or limited liability company, each Party, by its acceptance of the benefits of this Agreement, covenants, agrees and acknowledges that no Persons other than the Persons that are expressly parties to this Agreement will have any obligation thereunder and that it has no rights of recovery thereunder against, and no recourse thereunder or in respect of any oral representations made or alleged to be made in connection therewith will be had against, any former, current or future Affiliate, incorporator, controlling Person, fiduciary, representative, co-owner or equity holder of any Party (or any of their successors or permitted assignees) (other than a Party) (each, a "Party Affiliate"), whether by or through attempted piercing of the corporate veil, by or through a claim (whether in tort, contract or otherwise) by or on behalf of such Person against the Party Affiliates, by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other Law, or otherwise; it being expressly agreed and acknowledged that no personal liability whatsoever will attach to, be imposed on or otherwise be incurred by any Party Affiliate, as such, for any obligations of the applicable Person under any document governing the Transaction or the transaction contemplated thereby, under any documents or instruments delivered contemporaneously therewith, in respect of any oral representations made or alleged to be made in connection therewith, or for any claim (whether in tort, contract or otherwise) based on, in respect of, or by reason of, such obligations or their creation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized officers as of the day and year first above written.

PURCHASER:

DPC HOLDCO LLC

By: _____

Name: Herbert Frazier

Title: Member

SELLER:

SPIRIT AIRLINES, LLC

By: _____

Name: _____

Title: _____

LIST OF EXHIBITS:

- A Legal Description of the Land
- B Legal Description of the Leased Real Property
- C Form of Escrow Agreement
- D Form of Special Warranty Deed
- E Form of Ground Lease Improvements Deed
- F Form of Bill of Sale and Assignment Agreement
- G Form of Assignment and Assumption of Ground Lease
- H Seller's Closing Certificate
- I Purchaser's Closing Certificate
- J Intentionally Omitted
- K Post-Closing Occupancy Agreement
- L Form of Ground Lease Estoppel Certificate

EXHIBIT A

Legal Description of the Land

OFFICE PARCEL I

A PARCEL OF LAND BEING SITUATE WITHIN THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, AS SHOWN ON SAID PLAT; THENCE S.87°26'02"W., ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, A DISTANCE OF 46.01 FEET, TO A POINT ON THE EAST LINE OF SAID PARCEL A, SAID POINT ALSO BEING IDENTIFIED AS COORDINATE POINT NUMBER 109 ON SAID PLAT; THENCE S.01°29'36"E., ALONG SAID EAST LINE, A DISTANCE OF 60.02 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S.01°29'36"E., ALONG SAID EAST LINE, A DISTANCE OF 142.14 FEET; THENCE S.87°28'04"W., A DISTANCE OF 352.37 FEET; THENCE S.02°31'56"E., A DISTANCE OF 102.33 FEET; THENCE S.87°28'04"W., A DISTANCE OF 135.31 FEET; THENCE S.02°31'56"E., A DISTANCE OF 27.00 FEET; THENCE S.87°28'04"W., A DISTANCE OF 155.57 FEET; THENCE N.02°32'48"W., A DISTANCE OF 256.12 FEET; THENCE N.87°30'42"E., A DISTANCE OF 71.45 FEET; THENCE N.02°30'43"W., A DISTANCE OF 56.59 FEET; THENCE S.86°27'46"E., A DISTANCE OF 220.52 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 05°01'49" AND A RADIUS OF 2030.67 FEET FOR AN ARC DISTANCE OF 178.29 FEET TO A POINT OF TANGENCY; THENCE N.88°30'24"E. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 162.35 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 27°11'14" AND A RADIUS OF 32.83 FEET FOR AN ARC DISTANCE OF 15.58 FEET TO THE POINT OF BEGINNING;

SAID LANDS SITUATE AND BEING WITHIN BROWARD COUNTY, FLORIDA;

TOGETHER WITH:

OFFICE PARCEL II

A PARCEL OF LAND BEING SITUATE WITHIN THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, AS SHOWN ON SAID PLAT; THENCE S.87°26'02"W., ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, A DISTANCE OF 46.01 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL A, SAID POINT ALSO BEING IDENTIFIED AS COORDINATE POINT NUMBER 109 ON SAID PLAT; THENCE S.01°29'36"E., ALONG SAID EAST LINE, A DISTANCE OF 202.16 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S.01°29'36"E., A DISTANCE OF 42.90 FEET TO A POINT BEING IDENTIFIED AS COORDINATE POINT NUMBER 110 ON SAID PLAT; THENCE S.88°30'24"W., A DISTANCE OF 2.00 FEET, TO A POINT BEING IDENTIFIED AS COORDINATE POINT NUMBER 111 ON SAID PLAT; THENCE S.01°29'36"E., A DISTANCE OF 40.00 FEET, TO A POINT BEING IDENTIFIED AS COORDINATE POINT NUMBER 112 ON SAID PLAT; THENCE N.88°30'24"E., A DISTANCE OF 2.00 FEET, TO A POINT BEING IDENTIFIED AS COORDINATE POINT NUMBER 113 ON SAID PLAT; THENCE S.01°29'36"E. (COMPUTED) S.01°29'13"E. (PLAT), A DISTANCE OF 161.65 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.56°49'14"E., (THE PREVIOUS FIVE COURSES BEING COINCIDENT WITH THE EAST LINE OF SAID PARCEL A); THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 54°18'49" AND A RADIUS OF 32.83 FEET FOR AN ARC DISTANCE OF 31.12 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S.87°27'12"W., A DISTANCE OF 597.78 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 14.33 FEET FOR AN ARC DISTANCE OF 22.51 FEET TO A POINT OF TANGENCY; THENCE N.02°32'48"W., A DISTANCE OF 114.67 FEET; THENCE N.87°28'04"E., A DISTANCE OF 155.57 FEET; THENCE N.02°31'56"W., A DISTANCE OF 27.00 FEET; THENCE N.87°28'04"E., A DISTANCE OF 135.31 FEET; THENCE N.02°31'56"W., A DISTANCE OF 102.33 FEET; THENCE N.87°28'04"E., A DISTANCE OF 352.37 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN BROWARD COUNTY, FLORIDA;

TOGETHER WITH:

OFFICE PARCEL III

A PARCEL OF LAND BEING SITUATE WITHIN THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, AS SHOWN ON SAID PLAT; THENCE S.87°26'02"W., ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, A DISTANCE OF 926.88 FEET; THENCE S.02°32'48"E., A DISTANCE OF 11.69 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S.02°32'48"E., A DISTANCE OF 448.29 FEET; THENCE N.87°27'12"E., A DISTANCE OF 248.20 FEET TO A POINT OF CUSP OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 14.33 FEET FOR AN ARC DISTANCE OF 22.51 FEET TO A POINT OF TANGENCY; THENCE N.02°32'48"W., ALONG LINE A TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 407.58 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 88°54'19" AND A RADIUS OF 24.33 FEET FOR AN ARC DISTANCE OF 37.75 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S.88°55'26"W., A DISTANCE OF 85.12 FEET; THENCE S.88°25'21"W., A DISTANCE OF 80.15 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH HAVING A RADIAL BEARING OF N.02°07'10"W.; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°41'31" AND A RADIUS OF 1,969.33 FEET FOR AN ARC DISTANCE OF 92.53 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN BROWARD COUNTY, FLORIDA;

THE FOREGOING OFFICE PARCELS I, II, AND III ALSO BEING DESCRIBED AS:

COMBINED OFFICE PARCELS I, II, AND III

A PARCEL OF LAND BEING SITUATE WITHIN THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST, BEING A PORTION OF PARCEL A, DANIA POINTE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 183 PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, AS SHOWN ON SAID PLAT; THENCE S.87°26'02"W., ALONG THE NORTH LINE OF THE NORTHWEST ONE-QUARTER (N.W. 1/4) OF THE SOUTHEAST ONE-QUARTER (S.E. 1/4) OF SAID SECTION 33, A DISTANCE OF 46.01 FEET, TO A POINT ON THE EAST LINE OF SAID PARCEL A, SAID POINT ALSO BEING IDENTIFIED AS COORDINATE POINT NUMBER 109 ON SAID PLAT; THENCE S.01°29'36"E., ALONG SAID EAST LINE, A DISTANCE OF 60.02 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S.01°29'36"E., A DISTANCE OF 185.04 FEET SAID POINT ALSO BEING IDENTIFIED AS COORDINATE POINT NUMBER 110 ON SAID PLAT; THENCE S.88°30'24"W., A DISTANCE OF 2.00 FEET SAID POINT ALSO BEING IDENTIFIED AS COORDINATE POINT NUMBER 111 ON SAID PLAT; THENCE S.01°29'36"E., A DISTANCE OF 40.00 FEET SAID POINT ALSO BEING IDENTIFIED AS COORDINATE POINT NUMBER 112 ON SAID PLAT; THENCE N.88°30'24"E., A DISTANCE OF 2.00 FEET SAID POINT ALSO BEING IDENTIFIED AS COORDINATE POINT NUMBER 113 ON SAID PLAT; THENCE S.01°29'36"E. (COMPUTED) S.01°29'13" (PLAT), A DISTANCE OF 161.65 FEET (THE PREVIOUS FIVE COURSES BEING COINCIDENT WITH THE EAST LINE OF SAID PARCEL A) TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.56°49'14"E., THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 54°18'49" AND A RADIUS OF 32.83 FEET FOR AN ARC DISTANCE OF 31.12 FEET TO A POINT OF TANGENCY; THENCE S.87°27'12"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 845.98 FEET; THENCE N.02°32'48"W. A DISTANCE OF 448.29 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.04°48'41"W.; THENCE NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 02°41'31" AND A RADIUS OF 1,969.33 FEET FOR AN ARC DISTANCE OF 92.53 FEET TO A POINT ON A NON-TANGENT LINE; THENCE N.88°25'21"E. A DISTANCE OF 80.15 FEET; THENCE N.88°55'26"E. A DISTANCE OF 85.12 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST; A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.03°38'29"W.; THENCE WESTERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 88°54'19" AND A RADIUS OF 24.33 FEET FOR AN ARC DISTANCE OF 37.75 FEET TO A POINT ON A NON-TANGENT LINE; THENCE S.02°32'48"E., A DISTANCE OF 36.79 FEET; THENCE N.87°30'42"E., A DISTANCE OF 71.45 FEET; THENCE N.02°30'43"W., A DISTANCE OF 56.59 FEET; THENCE S.86°27'46"E., A DISTANCE OF 220.52 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 05°01'49" AND A RADIUS OF 2030.67 FEET FOR AN ARC DISTANCE OF 178.29 FEET TO A POINT OF TANGENCY; THENCE N.88°30'24"E., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 162.35 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID

CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 27°11'14" AND A RADIUS OF 32.83 FEET FOR AN ARC DISTANCE OF 15.58 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING WITHIN BROWARD COUNTY, FLORIDA.

EXHIBIT B

Legal Description of the Leased Real Property

A PARCEL OF LAND BEING A PORTION OF PARCEL A, DANIA POINTE, RECORDED IN PLAT BOOK 183, PAGES 91 THRU 99, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER (S.E.1/4) OF SAID SECTION 33, TOWNSHIP 50 SOUTH, RANGE 42 EAST; THENCE N.87°34'11"E., ALONG THE SOUTH LINE OF SAID SOUTHEAST ONE-QUARTER (S.E. 1/4), A DISTANCE OF 1,339.75 FEET TO THE SOUTHEAST CORNER OF WEST ONE-HALF (W. 1/2) OF SAID SOUTHEAST ONE-QUARTER (S.E.1/4); THENCE N.01°29'36"W., ALONG THE EAST LINE OF SAID WEST ONE-HALF (W. 1/2), A DISTANCE OF 1,382.31 FEET; THENCE S.88°30'24"W., A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND, SAID POINT BEING ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S.57°42'45"E. THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 56°13'08" AND A RADIUS OF 38.50 FEET FOR AN ARC DISTANCE OF 37.78 FEET TO A POINT OF TANGENCY; THENCE S.88°30'24"W. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 85.42 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH; THENCE WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 08°03'05" AND A RADIUS OF 214.50 FEET FOR AN ARC DISTANCE OF 30.14 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 09°06'16" AND A RADIUS OF 285.50 FEET FOR AN ARC DISTANCE OF 45.37 FEET TO A POINT OF TANGENCY; THENCE S.87°27'12"W. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 54.81 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 20.00 FEET FOR AN ARC DISTANCE OF 31.42 FEET TO A POINT OF TANGENCY; THENCE N.02°32'48"W. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 377.15 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHERLY, NORTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 90°00'00" AND A RADIUS OF 25.00 FEET FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE N.87°27'12"E. ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 81.59 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 12°02'26" AND A RADIUS OF 248.50 FEET FOR AN ARC DISTANCE OF 52.22 FEET TO A POINT OF

REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTH; THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF $12^{\circ}02'26''$ AND A RADIUS OF 251.50 FEET FOR AN ARC DISTANCE OF 52.85 FEET TO A POINT OF TANGENCY; THENCE $N.87^{\circ}27'12''E.$ ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 48.58 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF $27^{\circ}39'12''$ AND A RADIUS OF 33.50 FEET FOR AN ARC DISTANCE OF 16.17 FEET TO A POINT ON A NON-TANGENT LINE SAID POINT BEING ON THE EAST LINE OF SAID PARCEL A; THENCE $S.01^{\circ}29'37''E.$ ALONG SAID EAST LINE, A DISTANCE OF 398.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE AND BEING IN BROWARD COUNTY, FLORIDA.

[Exhibit C on file with counsel]

EXHIBIT D

Form of Special Warranty Deed

THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:

Folio Nos.:

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That SPIRIT AIRLINES, LLC, a Delaware limited liability company and a debtor and debtor-in-possession pursuant to 11 U.S.C. §§1107 and 1108 (“Grantor”), having a mailing address at [____], for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto [____], a [____] (“Grantee”), having an address at [____], all that certain real property situate in Broward County, Florida and more particularly described as:

See Exhibit “A” attached hereto and made a part hereof

Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto Grantee, its successors and assigns in fee simple forever, and Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

Subject to covenants, conditions, restrictions, easements, reservations, declarations and limitations of record (without intent to reimpose same), zoning, building code and other use restrictions imposed by governmental authority, and real property taxes for the year 2026 and all subsequent years which are not yet due and payable.

Grantor hereby quitclaims to Grantee all right, title and interest of Grantor, if any, in and to (i) any strips and gores of land adjoining said real property and (ii) any right-of-way, streets, roads, alleys and easements abutting or adjoining said property.

Pursuant to that certain Declaration of Restrictive Covenant dated November 4, 2024 between Spirit Airlines, Inc. and Broward County recorded as Instrument #119891815 on November 7, 2024 with the Broward County Commission, reference is made to the restrictions set forth therein.

The property conveyed hereby is being conveyed pursuant to that certain [Order Granting Debtors' Motion for (I) Approval of Sale of Certain Real Property Free and Clear of All Liens, Claims, Interests; and (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases] entered on _____, 2026 in *In re Spirit Aviation Holdings, Inc., et al.*, Case No. 25-11897 in the United States Bankruptcy Court for the Southern District of New York, as such Order may be amended by further court order.

[Signature on Next Page]

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed effective as of [_____], 2026.

WITNESSES:

GRANTOR:

SPIRIT AIRLINES, LLC

Print Name:
Print Address:

By: _____
Name:
Title:

Print Name:
Print Address:

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before me by means of [___] physical presence or [___] online notarization this ___ day of _____, 2026, by _____, as _____ of Spirit Airlines, LLC, a Delaware limited liability company, on behalf of said company. He is personally known to me or produced _____ as identification.

Notary Public
Printed Name:_____

My commission expires:

EXHIBIT "A"

Legal Description

EXHIBIT E

Form of Ground Lease Improvements Deed

This Instrument Prepared By and
After Recording Return To:

(Space Above for Recorder's Use Only)

NOTE TO RECORDER:¹

QUITCLAIM DEED
(CONVEYING BUILDINGS AND IMPROVEMENTS ONLY)

THIS QUITCLAIM DEED is made and executed this ____ day of _____, 20__,
by _____, a _____ ("Grantor"), having an address of
_____, to and in favor of
_____, a _____ ("Grantee"),
having an address at _____.

WHEREAS, Grantor is the [lessee/tenant] under that certain Ground Lease dated
_____ between _____ and _____ (the "Ground Lease"), pursuant to
which, in accordance with the terms and conditions thereof, Grantor leases certain real property
situated in _____ County, Florida and more particularly described on Exhibit "A"
attached hereto (the "Land"); and

WHEREAS, simultaneously herewith Grantor is assigning all of its right, title and interest
in the Ground Lease to Grantee;

WITNESSETH, that Grantor, for and in consideration of Ten Dollars (\$10.00), and other
good and valuable consideration paid by Grantee, the receipt of which is hereby acknowledged,

¹ The wording of the Note to Recorder will depend on whether there is an allocation of the purchase price to the
Improvements (in which case documentary stamp taxes will be paid on that amount and noted in the Note to Recorder)
or if there is no allocation (in which case the Note to Recorder would reference that documentary stamp taxes have
been paid in connection with the assignment of the Ground Lease).

does hereby remise, release and quitclaim unto Grantee, and Grantee's successors and assigns forever, all of the right, title, claim and demand which Grantor has in and to the buildings, structures and other improvements (collectively, the "Improvements") located on the Land;

TO HAVE AND TO HOLD the same subject to (i) the terms and conditions of the Ground Lease, (ii) taxes and assessments for the year 2026 and subsequent years, (iii) covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, without intent to reimpose same, and (iv) all applicable laws, ordinances, and governmental regulations, including, without limitation, building and zoning codes and ordinances.

The Improvements are conveyed in their "AS IS," "WHERE IS," "WITH ALL FAULTS" condition and without representation or warranty of any kind, whether express or implied, including, without limitation, as to habitability, merchantability, fitness or suitability for a particular purpose, the compliance of the Improvements with applicable laws, or the use, income, expense, operation, physical characteristics or condition of the Improvements or any portion thereof.

This is a conveyance of the Improvements only and not of any interest in the Land.

Pursuant to that certain Declaration of Restrictive Covenant dated June 27, 2025 between Dania Live 1748 II, LLC and Broward County recorded as Instrument #120295949 on June 27, 2025 with the Broward County Commission, reference is made to the restrictions set forth therein.

IN WITNESS WHEREOF, Grantor has executed this Quitclaim Deed as of the day and year first above written.

GRANTOR:

[Entity Name]

By: _____

Name:

Title:

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ____ physical presence or
____ online notarization [CHECK ONE] this ____ day of _____ [MONTH],
____ [YEAR] by _____ [GRANTOR NAME], as
____ of _____ [NAME OF ENTITY], a
____ [JURISDICTION OF ORGANIZATION AND TYPE OF
ENTITY], on behalf of the _____ [TYPE OF ENTITY]. [He/She] is personally known
to me or produced _____ [IDENTIFICATION TYPE] as identification.

[Notary Seal]

Print Name:
Notary Public
Serial number: _____

EXHIBIT F

Form of Bill of Sale and Assignment

THIS BILL OF SALE AND ASSIGNMENT (this "Agreement") is made, executed and delivered this ____ day of _____, 2026 by _____, a _____ ("Seller") to _____ and _____ in favor of _____, a _____ ("Purchaser").

WHEREAS, Seller and Purchaser, among others, entered into that certain Real Estate Purchase and Sale Agreement dated as of _____, 2026 (the "Purchase Agreement"), pursuant to which Seller agreed to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser agreed to purchase and accept from Seller, certain property of Seller; and

WHEREAS, the parties desire to carry out the intent and purpose of the Purchase Agreement by, among other things, Seller's and Purchaser's execution and delivery of this Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration paid by Purchaser to Seller at or before the execution and delivery hereof, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The recitals set forth above are true and correct and are incorporated into and made a part of this Agreement. All capitalized terms used in this Agreement and not otherwise defined in it shall have the meanings provided in the Purchase Agreement.

2. Seller hereby grants, bargains, sells, transfers and delivers to Purchaser, its successors and assigns, all of Seller's right title and interest in and to all of the Tangible Personal Property on the property located at _____, but excluding the Excluded Assets.

3. Assignor hereby assigns, conveys, transfers and sets over unto Assignee, from and after the date hereof, all of Assignor's right, title and interest in, to and under the following (collectively, the "Assigned Property" and, together with the Tangible Personal Property, the "Assigned Assets") and other than the Excluded Assets:

- (a) to the extent legally transferable, all Permits;
- (b) all of the rights and obligations of Seller under the Assigned Contracts described on Exhibit B attached hereto and made a part hereof; and
- (c) [other].

4. By execution of this Agreement, Purchaser hereby assumes the obligations of Seller arising under and in respect of the Assigned Assets after the date of this Agreement (the "Assumed");

Liabilities”). This Assignment shall constitute a direction and full authority to any person or entity that is a party to any of the Assigned Contracts or other Assigned Assets assigned to Purchaser to perform its obligation under the Assigned Contract and in respect of the other Assigned Assets for the benefit of Purchaser without further proof to any such person or entity of the assignment to Purchaser of such Assigned Contract or other Assigned Asset.

5. The Assigned Assets are conveyed in their “AS IS” “WHERE IS” condition. EXCEPT AS SPECIFICALLY SET FORTH IN THE PURCHASE AGREEMENT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE ASSIGNED ASSETS, INCLUDING, WITHOUT LIMITATION, THE VALUE OF ANY ASSIGNED ASSET, OR THE TERMS, AMOUNT, VALIDITY, OR ENFORCEABILITY OF ANY ASSUMED LIABILITY, AND ASSIGNOR DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE ASSIGNED ASSETS.

6. This Agreement is delivered by Assignor and Assignee pursuant to the Purchase Agreement, and pursuant to Section 365 of the Bankruptcy Code, and in accordance with that certain [Order Granting Debtors’ Motion for (I) Approval of Sale of Certain Real Property Free and Clear of All Liens, Claims, Interests; and (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases] entered on _____, 2026 in *In re Spirit Aviation Holdings, Inc., et al.*, Case No. 25-11897 in the United States Bankruptcy Court for the Southern District of New York, as such Order may be amended by further court order.

7. Seller and Purchaser agree to execute and deliver to each other any and all documents and to perform any and all acts necessary or appropriate to further effectuate the assignment and assumption described herein. Each party agrees to afford to the other reasonable access to any and all information in its possession concerning the matters assigned and assumed hereunder, or in the other transfer, conveyance and assignment documents executed by Seller in favor of Purchaser in connection with the Closing, including the right to copy the same at the expense of the party desiring such copy, for purposes of preparing tax returns, preparing financial statements, responding to audits or investigations, and all other purposes for which such information is necessary or desirable.

8. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in counterparts, all of which together shall constitute one and the same instrument. This Agreement shall be governed by the laws of the State of Florida, exclusive of its choice of law principles. This Agreement may be delivered by electronic transmission with the same effect as delivery of an original.

IN WITNESS WHEREOF, Seller and Purchaser have set their hands and seals as of the date first above written.

SELLER:

[NAME]

By: _____

Name: _____

Title: _____

PURCHASER:

[NAME]

By: _____

Name: _____

Title: _____

EXHIBIT G

Form of Assignment and Assumption of Lease

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (“Assignment”) is made as of the ____ day of _____, 2026 (the “Effective Date”) by and between _____, a Florida limited liability company (“Assignor” or “Tenant”), having an address at _____, and _____, a _____ (“Assignee”), having an address at _____.

Preliminary Statement

Assignor is the lessee under that certain Ground Lease dated _____, between _____, as landlord (“Landlord”) and Assignor, as tenant (as such lease may have been amended, the “Lease”), pursuant to which Landlord leases to Tenant the property located at _____ (the “Leased Premises”).

Assignor and Assignee, among others, have entered into a Real Estate Purchase and Sale Agreement dated as of _____, 2026 (as amended, the “Purchase Agreement”), pursuant to which, and subject to the terms and conditions of which, Assignor has agreed to assign to Assignee all of Assignor’s right, title and interest in, to, and under the Lease, and Assignee has agreed to assume the liabilities and obligations of Assignor under the Lease, all as more fully described below.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. The Preliminary Statement set forth above is true and correct and is incorporated into and made a part of this Assignment. All capitalized terms used in this Assignment and not otherwise defined in it shall have the meanings provided in the Purchase Agreement.
2. Assignor hereby unconditionally assigns, conveys, transfers and sets over unto Assignee all of Assignor’s right, title and interest in, to and under the Lease.
3. Assignee hereby assumes the performance of all of the terms, covenants, conditions, and obligations imposed upon Tenant under the Lease arising and accruing from and after the Effective Date.
4. THE PARTIES AGREE THAT THE LEASE IS BEING ASSIGNED TO ASSIGNEE WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASE OR THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF ANY PROPERTY THAT IS THE SUBJECT OF THE LEASE, AND ASSIGNOR DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. This Assignment is delivered by Assignor and Assignee pursuant to the Purchase Agreement, and pursuant to Section 365 of the Bankruptcy Code, and in accordance with that certain [Order Granting Debtors' Motion for (I) Approval of Sale of Certain Real Property, Free and Clear of All Liens, Claims, Interests; and (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases] entered on _____, 2026 in *In re Spirit Aviation Holdings, Inc., et al.*, Case No. 25-11897 in the United States Bankruptcy Court for the Southern District of New York, as such Order may be amended by further court order.

6. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. This Assignment shall be governed by the laws of the State of Florida, exclusive of its choice of law principles. This Assignment may be signed in counterparts, all of which, taken together, shall be deemed one and the same Assignment. This Assignment may be delivered by electronic transmission with the same effect as delivery of an original.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment as of the date first set forth above.

ASSIGNOR:
[NAME]

By: _____
Name: _____
Title: _____

ASSIGNEE:
[NAME]

By: _____
Name: _____
Title: _____

EXHIBIT H

Seller's Closing Certificate

CERTIFICATE OF SELLER

The undersigned, in his capacity as _____ of _____, and not in any individual capacity, hereby certifies that he is authorized to execute and deliver this Certificate on behalf of Seller (as defined below), and that:

1. This Certificate is being delivered pursuant to the Real Estate Purchase and Sale Agreement dated as of _____, 2026 (the "Purchase Agreement") between _____, a _____ ("Purchaser"), and _____ ("Seller").

2. The representations and warranties of Seller contained in the Purchase Agreement are true and correct at and as of the date hereof, as if made at and as of the date hereof (except to the extent that such representations and warranties speak as of an earlier date, in which case they continue to be true and correct as of such earlier date), with only such exceptions as would not in the aggregate reasonably be likely to have a Material Adverse Effect.

3. Seller has performed in all material respects all of its obligations, covenants and agreements under the Purchase Agreement required to be performed by Seller or complied with by Seller at or prior to the date hereof.

Capitalized terms used in this Certificate and not otherwise defined in it shall have the meanings set forth in the Purchase Agreement. This Certificate may be delivered by electronic transmission with the same effect as delivery of an original.

IN WITNESS WHEREOF, the undersigned has executed this Certificate in the names and on behalf of Seller as of the ____ day of _____, 2026.

SELLER:

By: _____

Name: _____

Title: _____

EXHIBIT I

Purchaser's Closing Certificate

CERTIFICATE OF PURCHASER

The undersigned, as _____ of _____, a _____
 (“Purchaser”), hereby certifies that he is authorized to execute and deliver this Certificate in the
 name of and on behalf of Purchaser, and that:

1. This Certificate is being delivered pursuant to the Real Estate Purchase and Sale
 Agreement dated as of _____, 2026 (the “Purchase Agreement”) between Purchaser
 and _____, as Seller (“Seller”).

2. The representations and warranties of Purchaser contained in the Purchase
 Agreement are true and correct at and as of the date hereof, as if made at and as of the date hereof
 (except to the extent that such representations and warranties speak as of an earlier date, in which
 case they continue to be true and correct in all material respects as of such earlier date).

3. Purchaser has performed in all material respects all of its obligations, covenants
 and agreements under the Purchase Agreement required to be performed by Purchaser or complied
 with by Purchaser at or prior to the date hereof.

Capitalized terms used in this Certificate and not otherwise defined in it shall have the
 meanings set forth in the Purchase Agreement. This Certificate may be delivered by electronic
 transmission with the same effect as delivery of an original.

IN WITNESS WHEREOF, the undersigned has executed this Certificate in the name and on behalf of Purchaser as of the _____ day of _____, 2026.

[NAME]

By: _____

Name: _____

Title: _____

EXHIBIT J

Intentionally Omitted

EXHIBIT K

Post-Closing Occupancy Agreement

OCCUPANCY AGREEMENT

THIS OCCUPANCY AGREEMENT (this “**Agreement**”) is made effective as of [____], 2026 (the “**Effective Date**”), by and between DPC Holdco LLC, a Delaware limited liability company (“**Owner**”) and SPIRIT AIRLINES, LLC, a Delaware limited liability company (“**Occupant**”). Owner and Occupant each are sometimes referred to as a “**Party**” or collectively as the “**Parties**”.

RECITALS

WHEREAS, pursuant to that certain Real Estate Purchase and Sale Agreement dated July 20, 2026 (the “**Purchase Agreement**”), Owner acquired certain real property located in Broward County, Florida, as more particularly described on **Exhibit A** attached hereto and made a part hereof together with the improvements located thereon (collectively, the “**Property**”), from Occupant pursuant to a sale approved by the United States Bankruptcy Court for the Southern District of New York in Case No. 25-11897 (SHL); and

WHEREAS, the Property includes, among other improvements, a corporate office complex consisting of a six-story office building (the “**Office Building**”), a two-story ancillary building and a six-story parking garage (collectively, the “**Office Complex**”) and a two-story training center building (the “**Training Facility**” and, together with the Office Complex, the “**Office Campus**”); and

WHEREAS, in connection with Owner’s acquisition of the Property pursuant to the Purchase Agreement, Occupant requires a limited period of continued occupancy of a portion of the Property in order to wind down its operations and transition from the Property; and

WHEREAS, Owner is willing to permit Occupant to continue to occupy a portion of one floor of the Office Building not to exceed 15,000 square feet located on the fourth floor of the Office Building (the “**Office Space**”), and to continue to house up to four simulators and related equipment and the other equipment described in **Exhibit B** attached hereto and made a part hereof (collectively, the “**Simulators**”) located in the Training Facility (the “**Simulator Space**”), solely upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

1. **Recitals; Defined Terms.** The Parties acknowledge and agree that the recitals above are true and correct, and that such recitals are incorporated into this Agreement. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. Grant of Occupancy Right. Owner hereby grants to Occupant (i) the right to occupy the Office Space during the Occupancy Period for the sole purpose of office and administrative use associated with the wind-down of Occupant's operations, and (ii) the right to house the Simulators in the Simulator Space during the Occupancy Period, in each case subject to the terms and conditions set forth in this Agreement. The Office Space and the Simulator Space are referred to herein collectively as the "Occupancy Space." Occupant accepts the Occupancy Space in its "AS IS" condition. Occupant shall abide by and comply with all applicable ordinances and laws of all governmental entities, whether federal, state, or local, relating to the Occupancy Space, and shall neither permit nor commit any unlawful or improper practice or act in or upon the Occupancy Space. Occupant shall be responsible for all actions, omissions or negligence of Occupant and its employees in the Occupancy Space or on the Property.

3. Occupancy Period. The term of this Agreement with respect to the Occupancy Space shall begin on the Effective Date and shall continue (A) with respect to the Office Space, until the date that is the earlier of (i) the date designated in a written notice given by Occupant to Owner on which date Occupant will vacate and surrender the Office Space, or (ii) October 31, 2026 (the "Office Space Occupancy Period"), and (B) with respect to the Simulator Space, until the date that is the earlier of (i) the date designated in a written notice given by Occupant to Owner on which date Occupant will vacate and surrender the Simulator Space or (ii) the date that is six (6) months after the Effective Date (the "Simulator Space Occupancy Period", and, together with the Office Space Occupancy Period, as applicable, the "Occupancy Period"). Upon the expiration of the applicable Occupancy Period, Occupant shall vacate and surrender the applicable Occupancy Space, remove all personal property belonging to Occupant or its employees, surrender all keys, access cards and access credentials, and leave the Occupancy Space in substantially the same condition existing as of the Effective Date, free of Hazardous Substances placed on, in or around the Occupancy Space during the term of this Agreement, reasonable wear and tear excepted, and, with respect to the Simulator Space, upon expiration of the Simulator Space Occupancy Period, Occupant shall remove the Simulators from the Simulator Space and repair all damage caused by such removal. All items not removed by Occupant shall be deemed to have been abandoned by Occupant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Owner without notice to Occupant and without any obligation to account for such items. Notwithstanding anything herein to the contrary, upon removal of the Simulators from the Simulator Space and the surrender of the Simulator Space in the condition required hereunder (such date of surrender being the "Simulator Space Vacate Date"), Occupant shall provide written notice of such removal and surrender to the Owner, and the Simulator Space Occupancy Period shall terminate as of the Simulator Space Vacate Date. The Parties acknowledge that no occupancy fee or rent shall be payable by Occupant during the Occupancy Period; provided, however, that Occupant shall reimburse Owner for the reasonable out-of-pocket operating expenses attributable to Occupant's use of the applicable Occupancy Space during the applicable Occupancy Period (subject to adjustment upon the expiration of the applicable Occupancy Period), including HVAC, electricity, janitorial services, telecommunications, security services, and similar operating costs. To the extent that any such expenses relate to the provision of services to the Office Campus as a whole or to a portion of the Office Campus, and not solely to the Occupancy Space, the share of such expenses reimbursable by Occupant to Owner shall be based upon the proportion that the square footage of the Occupancy Space bears to the square footage of the Office Campus to which the service is provided. Occupant shall have no obligation to reimburse Owner for real estate taxes, insurance premiums, debt service, capital expenditures, or

other ownership costs of the Property. Owner shall invoice Occupant monthly for any amounts payable by Occupant pursuant to this Section, together with reasonable supporting documentation evidencing the amounts charged, and Occupant shall pay each such invoice within thirty (30) days after receipt.

4. Occupant Agreements and Acknowledgements. Occupant acknowledges and agrees that, during the Occupancy Period: (i) Occupant shall maintain the Occupancy Space in a clean, safe, and operable condition and shall not make any changes, modifications, improvements or alterations to the Occupancy Space of any nature whatsoever; (ii) Occupant shall immediately notify Owner in writing of any damage to the Occupancy Space or Property and shall repair or replace, subject to Owner's discretion and supervision, any damages to the Occupancy Space or Property caused by Occupant, its agents, contractors, employees or invitees during the term hereof; (iii) Occupant shall not change the locks at the Occupancy Space or Property; (iv) Occupant shall be solely responsible for all personal property placed in the Occupancy Space and all such personal property placed at the Occupancy Space by Occupant shall be at the sole risk of Occupant, and Owner shall not be obligated to carry insurance on Occupant's personal property; (v) Occupant shall comply with all governmental laws and requirements relating to its use of the Occupancy Space; (vi) Occupant shall not assign or otherwise transfer this Agreement or permit anyone other than Occupant to occupy the Occupancy Space or any part thereof; (vii) Occupant will not occupy or use, nor permit any portion of the Occupancy Space to be occupied or used, for any purpose other than the use permitted under this Agreement and shall avoid doing anything which would hamper, disturb, or interfere with the quiet and peaceful enjoyment of others in the area of the Property; (viii) Occupant shall not permit or commit any nuisance or waste; and (ix) Occupant shall not cause or permit any Hazardous Substances to be used, stored, transported, released, handled, produced or installed in, on or from the Occupancy Space or the Property in violation of applicable laws.

5. Liens. Occupant shall not have any authority to incur any indebtedness giving a right to a lien of any kind or character upon the Property, and no person shall be entitled to any lien directly or indirectly derived through or under Occupant or Occupant's agent or on account of any act or omission of Occupant.

6. Notices. All notices, requests, consents, instructions, and communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by messenger or nationally recognized overnight courier service, sent by e-mail, or mailed by certified mail (postage prepaid), return receipt requested, and addressed to each party at their respective addresses as set forth below or to such other addresses any party may designate by notice complying with the terms of this Section:

If to the Occupant:

Spirit Airlines, LLC
1731 Radiant Drive,
Dania Beach, FL 33004
Attn: Legal Department
Email: legaldepartment@spirit.com

With a copy to (which shall not
constitute notice):

Davis Polk & Wardwell LLP
Attn: Christopher S. Robertson,
450 Lexington Avenue,
New York, NY 10017
Email: Christopher.robertson@davispolk.com

and

Berger Singerman LLP
201 E. Las Olas Boulevard
Suite 1500
Fort Lauderdale, FL 33301
Attn: James L. Berger
Email: jberger@bergersingerman.com

If to the Owner:

DPC Holdco LLC
c/o Hill City Capital LP
121 High Street, Third Floor
Boston, MA 02110
Attn: Michael Richards
Email:
richards@hillcitycapital.com

With a copy to (which shall not
constitute notice):

Nixon Peabody LLP
53 State Street
Boston, MA 02109
Attn: Matthew Lynch, Esq.
Email: mrlynch@nixonpeabody.com

Each such notice, request, or other communication shall be considered given and shall be deemed delivered (a) on the date delivered if by personal delivery or courier service; (b) on the date of transmission if by e-mail if transmitted before 5:00 p.m. on a business day, and on the next business day if transmitted after 5:00 p.m. or on a non-business day; or (c) on the date on which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed. Rejection, refusal to accept, or inability to deliver of which no notice was given shall be deemed to be a receipt of such notice, request, or other communication. The respective attorneys for Owner and Occupant are hereby authorized to give any notice pursuant to this Agreement on behalf of their respective clients.

7. **Miscellaneous.** No waiver or modification of this Agreement shall be effective except to the extent specifically set forth in a writing signed by the party against whom enforcement is sought, and no such waiver shall be deemed to imply or constitute a further waiver of any future default of the same or different nature. If either Party defaults in the performance of any of the terms, provisions, covenants, and conditions of this Agreement and by reason thereof the other Party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, then in any of said events the prevailing party shall be

entitled to reasonable attorneys' fees and all expenses and costs incurred by the prevailing party pertaining thereto and in enforcement of any remedy. Such fees and costs shall include, but not be limited to, fees and costs related to pretrial, trial, appellate, judicial and administrative proceedings and bankruptcy and insolvency proceedings. This Agreement shall be interpreted and governed in accordance with the laws of the State of Florida, exclusive of its choice of law principles. Occupant and Owner hereby agree that any action brought in connection with this Agreement may be instituted in a court of appropriate subject matter jurisdiction in Broward County, Florida; provided, however, that the Bankruptcy Court shall retain such jurisdiction as may be provided in the Sale Order or under applicable law. This Agreement shall be binding upon and inure to the benefit of Owner and Occupant, and their respective successors and assigns. Occupant shall not record this Agreement in the public records. This Agreement may be executed in counterparts, which together shall be deemed one and the same agreement, by facsimile or electronic, including PDF, signatures, each of which, when executed, shall be deemed an original. No landlord-tenant relationship, tenancy-at-will or by sufferance or otherwise shall arise or exist because of or in connection with Occupant's occupancy of the Occupancy Space pursuant to this Agreement, and the agreements of Owner pursuant to this Agreement shall be deemed to be only a license revocable by Owner upon expiration of the license created hereby.

8. **Radon Disclosure.** Occupant is hereby advised that radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the applicable county public health unit. The foregoing disclosure is provided to comply with state law and is for informational purposes only.

9. **Occupant Risk; Owner's Rights.** Occupant's entering of the Occupancy Space and use thereof shall, except as a result of Owner's or its employees, agents or contractors gross negligence or willful misconduct, be at Occupant's sole risk and expense, and Owner shall have no responsibility or liability for any loss of or damage to Occupant's property or for any inconvenience, annoyance, interruption or injury to business arising from Owner's making any repairs or changes which Owner is permitted by this Agreement or required by law to make in or to any portion of the Occupancy Space or other sections of the Office Campus, or in or to the fixtures, equipment or appurtenances thereof. Without limiting the generality of the foregoing, Occupant acknowledges that Owner will not be insuring any materials or personal property in the Occupancy Space. Owner shall have the right to enter the Occupancy Space after reasonable prior notice (which notice may be oral notice, except in the case of real or apparent emergency, in which case no notice shall be necessary) at all reasonable hours for the purpose of inspecting or making repairs to the same, and Owner shall also have the right to make access available at all reasonable hours (upon reasonable advance oral or written notice) to prospective or existing mortgagees, purchasers or tenants of any part of the Property. Notwithstanding anything herein to the contrary, Owner shall not make any changes to the Simulator Space prior to the Simulator Space Vacate Date.

10. **Insurance.** Occupant shall maintain throughout the term of this Agreement the following insurance policies: (a) commercial general liability insurance in amounts of \$10,000,000 per occurrence insuring Occupant, Owner, and Owner's agents and their respective affiliates against all liability for injury to or death of a person or persons or damage to property arising from the use

and occupancy of the Occupancy Space, (b) insurance covering the full value of Occupant's property and improvements, and other property (including property of others) in the Occupancy Space, (c) contractual liability insurance sufficient to cover Occupant's indemnity obligations hereunder, and (d) worker's compensation insurance, containing a waiver of subrogation endorsement acceptable to Owner. Occupant's insurance shall provide primary coverage to Owner when any policy issued to Owner provides duplicate or similar coverage, and in such circumstance Owner's policy will be excess over Occupant's policy. Prior to the Effective Date and thereafter upon request by Owner, Occupant shall furnish to Owner certificates of such insurance and such other evidence satisfactory to Owner of the maintenance of all insurance coverages required hereunder, and Occupant shall obtain a written obligation on the part of each insurance company to notify Owner at least 30 days before cancellation or a material change of any such insurance policies. All such insurance policies shall be in form, and issued by companies, reasonably satisfactory to Owner.

11. **Waiver of Subrogation.** Occupant and Owner each waives any claim it might have against the other for any injury to or death of any person or persons or damage to or theft, destruction, loss, or loss of use of any property (a "**Loss**") to the extent same is insured against under any insurance policy that covers the Occupancy Space, the Property, Owner's or Occupant's fixtures, personal property, improvements or business, or, in the case of Occupant's waiver, is required to be insured against under the terms hereof, regardless of whether the negligence of the other party caused such Loss; however, Owner's waiver shall not include any deductible amounts on insurance policies carried by Owner. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party.

12. **Occupant's Indemnity.** Subject to Section 11, Occupant shall defend, indemnify, and hold harmless Owner and its representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) ("**Losses**") arising solely from (a) any Loss arising from Occupants use of the Occupancy Space or (b) Occupant's failure to perform its obligations under this Agreement (other than a Loss arising from the sole or gross negligence of Owner or its employees, contractors or agents). This indemnity provision shall survive termination or expiration of this Agreement. If any proceeding is filed for which indemnity is required hereunder, Occupant agrees, upon request therefore, to defend the indemnified party in such proceeding at its sole cost utilizing counsel satisfactory to the indemnified party.

13. **Holdover; Holdover Indemnification.** If Occupant fails to vacate all or a portion of the Occupancy Space upon the termination or expiration of this Agreement without Owner's prior written consent, such failure shall constitute a holdover. The "**Holdover Period**" means the period commencing immediately upon such termination or expiration and continuing for so long as Occupant remains in occupancy of all or any portion of the Occupancy Space without Owner's prior written consent. Any such holdover shall be on a month-to-month basis terminable by either party upon seven (7) days' written notice, and Occupant shall pay Owner a monthly holdover fee equal to \$100,000.00 payable immediately upon the commencement of the Holdover Period and on the first day of each month thereafter (the "**Holdover Fee**"). Upon termination of the holdover occupancy under this Section 13, the Occupant shall immediately vacate and surrender the Occupancy Space. Payment or acceptance of the Holdover Fee shall not constitute Owner's

consent to Occupant's continued occupancy, create any tenancy or license, or waive any of Owner's rights or remedies under this Agreement, at law, in equity, or under the Bankruptcy Code (11 U.S.C. § 101 *et seq.*). This Section shall survive the termination or expiration of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;
SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement effective as of the Effective Date.

OCCUPANT:

SPIRIT AIRLINES, LLC,
a Delaware limited liability company

By:_____

Name:_____

Title:_____

OWNER:

DPC HOLDCO LLC,
a Delaware limited liability company

By:_____

Name:_____

Title:_____

[Signature Page to Occupancy Agreement]

EXHIBIT A

Legal Description of Property

[To be inserted]

EXHIBIT B

Description of Equipment

[To be inserted upon execution of Post-Closing Occupancy Agreement]

EXHIBIT L

Form of Ground Lease Estoppel Certificate

LANDLORD ESTOPPEL CERTIFICATE

RE: Premises: 1700 Meridian Drive, Dania Beach, Florida
Lease: Ground Lease Agreement dated as of December 18, 2019
Landlord: Dania Live 1748 II, LLC
Tenant: Spirit Airlines, LLC

On August 29, 2025, Tenant and certain related entities filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code (the "Bankruptcy Code") in the United States District Court for the Southern District of New York (the "Bankruptcy Court"), and pursuant to a Sale Order entered by the Bankruptcy Court on [____], 2026 (the "Sale Order"), the Bankruptcy Court approved the sale and assignment of the Lease by Tenant to the entity designated in such Sale Order (the "Purchaser") pursuant to Section 363 of the Bankruptcy Code.

The undersigned Landlord under the Lease described above certifies to the prospective Purchaser the following:

1. Landlord and Tenant entered into the Lease, by which Landlord leases to Tenant and Tenant leases from Landlord the above-referenced Premises.
2. A true and correct copy of the Lease and all amendments thereto as of the date hereof are set forth on **Exhibit A** attached hereto and made part hereof. The Lease is in full force and effect and, except as evidenced on **Exhibit A**, is not modified or amended.
3. The current monthly rental payable by Tenant is as follows:
 - a. Base Rent: \$____/annum (\$____/month)
 - b. Common Facilities Rent: \$____/annum (\$____/month)

All above current rental amounts under the Lease have been paid in full by the Tenant through _____, 2026. The amount of rent prepaid, if any, is \$_____, and the security deposit made, if any, is \$_____.

4. Tenant currently pays for utilities used in the Premises by making payment directly to the suppliers of utilities serving the Premises and pays the real estate taxes directly to the applicable municipal taxing authority.

5. The Rent Commencement Date occurred on _____. The Lease terminates on _____.² Tenant has no options to extend the term of the Lease.

² Insert date that is 99th anniversary of the Rent Commencement Date.

6. The Lease is in full force and effect and Landlord does not have any presently existing claims against Tenant nor has any actual knowledge of any offsets against rent claimed by Tenant. There are no defaults of Landlord or, to Landlord's knowledge, Tenant, under the Lease or any existing circumstances which with the passage of time, or notice, or both, would give rise to a default under the Lease.

7. Landlord's current contact information is:

- a. Address: _____
- b. Contact Person (Not a Department): _____
- c. Phone Number: _____
- e. Email: _____

8. Landlord acknowledges that this Estoppel Certificate is provided pursuant to Section 20 of the Lease in connection with the assignment of the Lease by Tenant to Purchaser.

9. The undersigned acknowledges that Purchaser is relying (and will rely) on the truth and accuracy of the representations made herein and upon the authority of the undersigned to execute this Estoppel Certificate in connection with Purchaser's decision to accept an assignment of the Lease for the Premises.

LANDLORD:

DANIA LIVE 1748 II, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

Date: _____, 2026

EXHIBIT A

LEASE DOCUMENTS

Ground Lease dated as of December 18, 2019

First Amendment to Ground Lease dated as of October 16, 2020

Second Amendment to Ground Lease dated as of February 10, 2021

Third Amendment to Ground Lease dated as of November 11, 2021

Fourth Amendment to Ground Lease dated as of December 30, 2021

DISCLOSURE SCHEDULES

INTRODUCTION

The disclosures set forth in this Disclosure Schedule (this “Disclosure Schedule”) are made and given pursuant to the Real Estate Purchase and Sale Agreement (the “Agreement”), dated as of July __, 2026, by and between DPC Holdco LLC, a Delaware limited liability company (“Purchaser”) and Spirit Airlines, LLC (“Seller”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

The specific disclosures set forth in this Disclosure Schedule are organized to correspond to a specific section reference in the Agreement to which the qualifying and correspondingly numbered disclosure relates. This Disclosure Schedule is subject to the terms and conditions set forth in the Agreement, as well as the following:

1. Any information provided in this Disclosure Schedule does not constitute an admission by Seller that such information is “material” as that term is used in the Agreement. Also, matters reflected in this Disclosure Schedule are not necessarily limited to matters required by the Agreement to be reflected herein, and such additional matters are included for information purposes.
2. The fact that any disclosure in any section of this Disclosure Schedule is not required to be disclosed in order to render the applicable representation or warranty to which it relates true, or that the absence of such disclosure in any section of this Disclosure Schedule would not constitute a breach of such representation or warranty, shall not be deemed or construed to expand the scope of any representation or warranty contained in the Agreement or to establish a standard of disclosure in respect of any representation or warranty.
3. Headings have been inserted for each section of this Disclosure Schedule for convenience of reference only, shall not have, to any extent, the effect of amending or changing the express description of the corresponding numbered sections of the Agreement, and shall not be considered in construing or interpreting any section of this Disclosure Schedule.
4. The information provided in this Disclosure Schedule is being provided solely for the purpose of making the required disclosures to Seller and Purchaser under the Agreement. In disclosing this information, Seller expressly does not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein.
5. No disclosure in this Disclosure Schedule relating to any possible breach or violation of any agreement, law or regulation shall be construed as an admission or indication that any such breach or violation exists or has actually occurred, and nothing in this Disclosure Schedule shall constitute an admission of any liability or obligation of Seller to any third party or shall confer or give to any third party any remedy, claim, liability, reimbursement, cause of action or other right.

6. The disclosure of an item in one section of this Disclosure Schedule as an exception to a particular representation or warranty shall be deemed adequately disclosed as an exception with respect to all other representations or warranties to the extent that the applicability of such disclosure to such other representations and warranties is reasonably apparent on the face of the disclosure.
7. Any reference to a contract contained in this Disclosure Schedule shall be deemed to include all amendments, modifications, supplements, extensions, renewals, assignments, easements, restatements, purchase orders, sales orders, schedules, exhibits or other similar documents related to such contract.

This introduction is expressly made part of this Disclosure Schedule.

Schedule 2.1(c)

Assigned Contracts

[TO BE DESIGNATED BY PURCHASER AT LEAST 10 DAYS PRIOR TO CLOSING]

Schedule 2.1(e)

Permits

I. Certificates of Occupancy

A. Office Campus

1721 Radiant Drive (Amenity Building)	Permit No. 2022-00001426
1731 Radiant Drive (Headquarters)	Permit No. 2022-00001609
1701 Radiant Drive (Training Facility)	Permit No. 2022-00000578
1741 Radiant Drive (Parking Garage)	Permit No. 2022-00001516

B. Residential Facility Permit No. 2022-00000662

II. Generators

A. Office Campus

Location	Capacity	Content	Material	Type	Install Date	FDEP	FDEP Renewal	County	Hazmat Renewal
1731 Radiant Drive (HQ)	2793 Gal	Diesel; Generator	Steel	Aboveground	3/5/2024	Placard 723819 Facility 9819638 STCM Account: 53764	6/2/26 (\$25)	License #: ST-21628-24 Facility # 21628	
1731 Radiant Drive (HQ)	2793 Gal	Diesel; Generator	Steel	Aboveground	3/5/2024	Placard 723819 Facility 9819638 STCM Account: 53764	6/2/26 (\$25)	License #: ST-21628-24 Facility # 21628	
1701 Radiant Drive (Training)	555 Gal	Diesel; Emergency Generator	Steel	Aboveground	3/5/2024	N/A	N/A	HM-21910-24	HM-21910-26

B. Residential Facility

Location	Capacity	Content	Material	Type	Install Date	FDEP	FDEP Renewal	County	Hazmat Renewal
1700 Meridian Drive	555 Gal	Diesel; Emergency Generator	Steel	Aboveground	3/5/2024	Placard XXXXX Facility 9819522 STCM Account: 53764	6/2/26 (\$25)	ST-21671-23	HM-21671-25

III. Bi-Directional Amplifier

A. Office Campus – MVP (MX Vendor) – Permit No. 00001017 expires June 8, 2027

B. Residential Facility – MVP (MX Vendor) – Permit No. 2023-2218 expires June 29, 2027

IV. Pool

Residential Facility – Permit No. 06-60-2529594

V. Elevators

A. Office Campus

BCID	Building	Floors	Insp. Date
22-00199	Training Facility	2	10/1/2025
22-00245	Amenity Building	2	10/2/2025
22-00246	Headquarters	6	10/1/2025
22-00247	Headquarters	6	10/1/2025
22-00248	Headquarters	6	10/1/2025
22-00249	Headquarters	6	10/1/2025
22-00250	Parking Garage	7	10/1/2025
22-00251	Parking Garage	7	10/1/2025

B. Residential Facility

BCID	Building	Floors	Insp. Date
22-00241	Residence Building	7	9/25/2025
22-00242	Residence Building	7	9/25/2025
22-00243	Residence Building	7	9/25/2025
22-00244	Residence Building	2	9/25/2025

See Schedule 3.9

Schedule 2.3

Additional Assumed Liabilities

Schedule 2.5

Cure Costs

[TO COME]

Schedule 2.6(b)

Allocation of Purchase Price

[TO BE AGREED AND ATTACHED AT LEAST 10 DAYS PRIOR TO CLOSING]

Schedule 3.3

Required Filings with Governmental Authorities

Filings relating to transfers of Permits, if applicable

Schedule 3.5

Material Contracts Requiring Governmental Authority Consent

None

Schedule 3.6

Litigation described in Section 3.6

None

Schedule 3.8

Leases or Occupancy Rights

A. Office Campus

Option and Lease Agreement dated February 4, 1991 originally between Second National Acceptance Corporation, as lessor, and BellSouth Mobility Inc., as tenant, and currently between Spirit Airlines, LLC, as lessor and New Cingular Wireless PCS, LLC, as tenant, as amended by Amendment to Option and Lease Agreement dated March 2, 1995, Second Amendment to Option and Lease Agreement dated December 15, 2021, and Third Amendment to Option and Lease Agreement dated March 31, 2025.

B. Residential Facility

None

Schedule 3.9

Environmental Matters described in Section 3.9

NFAC Approval for Dania Pointe – Spirit Airlines Residential Property (Brownfield Site ID BF060801001) issued by Broward County Environmental Permitting Division and dated June 30, 2025

NFAC Approval for Dania Pointe – Spirit Airlines, Inc. Headquarters (Brownfield Site ID BF060801001, Broward Parcel Folios 5042-33-59-0012, 5042-33-59-0013, and 5042-33-59-0018) issued by Broward County Environmental Permitting Division and dated November 14, 2024

Declaration of Restrictive Covenant between Dania Live 1748 II, LLC as Grantor and Broward County dated June 27, 2025 and recorded in the Public Records of Broward County, Florida on June 27, 2025 as Instrument #120295949

Declaration of Restrictive Covenant dated November 4, 2024 between Spirit Airlines, Inc., as Grantor, and Broward County dated November 4, 2024 and recorded in the Public Records of Broward County, Florida on November 7, 2024 as Instrument #119891815

Dania Pointe Engineering Controls Maintenance Plan for EAR License No. 1215 approved by Broward County on May 20, 2025

Brownfield Site Rehabilitation Agreement dated December 22, 2016, as amended, executed by Dania Live 1748, LLC and Dania Live 1748 II, LLC for Brownfield sites BF0060801000 and BF060801001

Site Access Agreement Permission to Enter Property Brownfields Redevelopment Program dated January 29, 2020 made by Spirit Airlines, Inc. in favor of Broward County Environmental Protection and Growth Management Department and the Florida Department of Environmental Protection

Declaration of Restrictive Covenant dated October 15, 2025 between Dania Live 1748 II, LLC as Grantor and Broward County, recorded in the Public Records of Broward County, Florida as Instrument #120508427, imposing land use restrictions on adjacent parcels within the Dania Pointe Brownfield Site under EAR License No. 1215

Aboveground Storage Tanks (ASTs): The Office Campus at 1731 Radiant Drive maintains two (2) double-walled 2,793-gallon aboveground storage tanks containing emergency generator diesel fuel (installed August 2023, Tank IDs HQ 1 and HQ 2), and one (1) double-walled 476-gallon aboveground storage tank containing emergency generator diesel fuel at the Training Facility at 1701 Radiant Drive (installed August 2023). The Residential Facility at 1700 Meridian Drive maintains one (1) double-walled 476-gallon aboveground storage tank containing emergency generator diesel fuel (installed August 2023)

Hazardous Materials Management Facility Licenses: (a) Spirit Airlines Headquarters, 1731 Radiant Drive – License No. ST-21628-24 (BCEPD), expiring October 2026; (b) Spirit Airlines Simulation Building, 1701 Radiant Drive – License No. HM-21910-26 (BCEPD), expiring October 2027; (c) Residential Property – License No. HM-21671-25, expiring October 31, 2026

NFAC Provisional Approval for Dania Pointe – Spirit Airlines, Inc. Headquarters, issued by Broward County Environmental Permitting Division, dated September 26, 2024

NFAC Provisional Approval for Dania Pointe – Spirit Airlines Residential Property, issued by Broward County Environmental Permitting Division, dated April 24, 2025

Schedule 3.11

Material Contracts

TYPE	VENDOR	START DATE	EXPIRATION	Location
Chilled Water Treatment	AGI	5/29/2025	5/28/2025	Office Complex
Asset Management	Cushman & Wakefield	9/30/2023	9/30/2026	Office Complex
EV Stations	Chargepoint	3/14/2024	3/13/2029	Office Complex + Residential Facility
Work Order System	Cove	1/19/2024	1/28/2027	Office Complex
Landscaping	DynaServ	3/6/2025	3/5/2026	Office Complex + Residential Facility
Generator Fuel	EZFILL	5/29/2024	5/28/2025	Office Complex
Fire Alarm Life Safety	Genset	12/10/2025	12/9/2030	Office Complex
Fire Sprinkler & Extinguishers	LifeSafety Management	10/8/2025	10/7/2026	Office Complex
BDA Maintenance	MVP Solutions	4/23/2026	4/22/2027	Office Complex + Residential Facility
Pest Control Service	Orkin	10/1/2024	9/30/2025	Office Complex
Elevator Maintenance	Otis Elevator	1/1/2025	12/31/2030	Office Complex + Residential Facility
Janitorial Service	Harvard Maintenance	3/2/2026	3/1/2027	Office Complex
Generator Maintenance	IPS Power Systems / TAW	10/1/2024	9/30/2024	Office Complex
Trash Removal & Recycling	WastePro	5/28/2024	5/27/2029	Office Complex
BAS / Controls	Gulfstream	5/1/2026	4/30/2027	Office Complex
Fitness Center Equipment & Subscriptions	Technogym	7/15/2024	7/14/2029	Office Complex + Residential Facility
Fire Sprinkler & Extinguishers	Sprinklermatic	6/8/2026	6/7/2027	Residential Facility
Pool Service	Miami Pool Tech, Inc.	6/7/2024	Month-Month	Residential Facility
Fire Alarm Life Safety	Convergint	2/1/2024	1/31/2029	Residential Facility

Schedule 5.1

Permitted Actions Described in Section 5.1

None