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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
SPIRIT AVIATION HOLDINGS, INC., *et al*.,	**Case No. 25-11897 (SHL)**
Debtors.[1]	**Jointly Administered**

NOTICE OF PROPOSED ORDER
(I) AUTHORIZING THE SALE WITH RESPECT TO THE DEIDENTIFIED DATA FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES, (II) AUTHORIZING THE DEBTORS TO ENTER INTO AND PERFORM THEIR OBLIGATIONS UNDER THE TRANSFER AGREEMENT AND
(III) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE that, on August 29, 2025, Spirit Aviation Holdings, Inc. and its subsidiaries, as debtors and debtors in possession (collectively, the "**Debtors**"), each filed a voluntary petition (collectively, the "**Chapter 11 Cases**") for relief under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the Southern District of New York.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures[2] and the Bidding Procedures Order, the Debtors conducted a virtual Auction with respect to the Deidentified Data on **Friday, August 14, 2026**.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file the proposed *Order (I) Authorizing the Transaction With Respect To the Deidentified Data Free and Clear of Liens, Claims, Interests and Encumbrances, (II) Authorizing the Debtors to Enter Into and Perform Their*

[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 Proposed Order (as defined herein).

Obligations Under the Sale Agreement and (III) Granting Related Relief (the "**Proposed Order**"). The Proposed Order is attached hereto as **Exhibit A.**

PLEASE TAKE FURTHER NOTICE that a hearing to consider approval of the sale of the Deidentified Data to the Successful Bidder (the "**Hearing**") is scheduled for **11:00 a.m. on August 19, 2026**[3] 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 19, 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.

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 Bidding Procedures Motion [ECF No. 1117]) so as to be received no later than **4:00 p.m. on August 17, 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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[3] All times herein are expressed in prevailing Eastern Time.

Dated: August 17, 2026
New York, New York

DAVIS POLK & WARDWELL LLP

By: *\/s\/ Darren S. Klein*

450 Lexington Avenue
New York, NY 10017
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Marshall S. Huebner
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Christopher S. Robertson

Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:	**Chapter 11**
SPIRIT AVIATION HOLDINGS, INC., *et al.*,	**Case No. 25-11897 (SHL)**
Debtors.[1]	**Jointly Administered**

ORDER (I) AUTHORIZING THE TRANSACTION WITH RESPECT TO THE DEIDENTIFIED DATA FREE AND CLEAR OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES, (II) AUTHORIZING THE DEBTORS TO ENTER INTO AND PERFORM THEIR OBLIGATIONS UNDER THE SALE AGREEMENT AND (III) GRANTING RELATED RELIEF

Upon the motion [ECF No. 1117] (the "**Motion**")[2] of Spirit Aviation Holdings, Inc. and its subsidiaries (collectively, the "**Debtors**"), each of which is a debtor and debtor in possession in the Chapter 11 Cases, for entry of an order (this "**Order**") pursuant to sections 105 and 363 of the Bankruptcy Code, and Bankruptcy Rules 2002, 6004, 6006, and 9007:

(i) authorizing and approving transaction(s) with respect to the Bid Assets free and clear of all liens, claims, interests, and encumbrances;

(ii) authorizing and approving the proposed transaction(s) with respect to the Bid Assets; and

(iii) granting related relief;

and this Court having entered an order on June 22, 2026 [ECF No. 1213] (the "**Bidding Procedures Order**") approving the bidding procedures attached as **Exhibit 1** to the Bidding Procedures Order (the "**Bidding Procedures**"), including, among other things, the proposed form of notice of the Hearing; and the Debtors having received three Qualified Bids for all interests of

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

[2] Capitalized terms used but not otherwise defined herein have the meanings given to them in the Motion, the Bidding Procedures Order, or the Sale Agreement, as applicable.

Spirit Airlines, LLC (the "**Seller**") in and to certain assets as set forth in the Sale Agreement (as defined below) (such assets, the "**Deidentified Data**") by the applicable Bid Deadline; and the Debtors having conducted an Auction on August 14, 2026, in accordance with the Bidding Procedures Order and the Bidding Procedures; and pursuant to the terms of the Bidding Procedures, the offer of Google LLC (the "**Successful Bidder**"), upon the terms and conditions set forth on the record at the Auction and in that certain Bill of Sale, dated as of [August 17], 2026, by and between the Seller and the Successful Bidder (the "**Sale Agreement**"), a form of which was attached as Exhibit 1 to the *Notice of Auction Results and Scheduled Hearing for the Deidentified Data* [ECF No. 1463] (the "**Notice of Auction Results**"), having been selected by the Debtors, in their sound business judgment and in consultation with the Consultation Parties, as the highest or otherwise best offer for all of the Deidentified Data and therefore as the Successful Bid; and the offer of Mercor.io Corporation (the "**Alternate Bidder**"), upon the terms and conditions set forth on the record at the Auction and in that certain Sale Agreement, dated as of [●], 2026, by and between the Seller and the Alternate Bidder (the "**Alternate Sale Agreement**"), a form of which was attached as Exhibit 2 to the Notice of Auction Results, having been selected by the Debtors, in their sound business judgment and in consultation with the Consultation Parties, as the Alternate Bid for the Deidentified Data; and the Debtors and the Successful Bidder having complied in all respects with the Bidding Procedures and the Bidding Procedures Order; and the Bidding Procedures, the sale of the Deidentified Data, and the Auction having been duly noticed; and the Auction having been substantively and procedurally fair to all parties, and conducted in a diligent, non-collusive, fair and good-faith manner; and the Court having found that the Successful Bid and Alternate Bid were duly noticed; and the Court having found that the Successful Bid is the highest or otherwise best offer for the Deidentified Data; and the Court having found that the

Alternate Bid is the next highest or otherwise best offer for the Deidentified Data; and upon the Declaration of Dylan Friesner in Support of the Motion (the "**Friesner Declaration**") and the evidence proffered at the Hearing; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334 and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.); and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157; and the Court having found that it may enter a final order consistent with Article III of the United States Constitution; and the Court having found that venue of the Chapter 11 Cases and related proceedings being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been provided to the Notice Parties, such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion, the Friesner Declaration and the record of the Auction; and the Court having held a hearing, if necessary, to consider the relief requested in the Motion (the "**Hearing**"); and the Court having determined that the legal and factual bases set forth in the Motion and the Friesner Declaration, and at the Hearing, establish just cause for the relief granted herein; and the Court having found that the negotiation of and entry into the Sale Agreement by the Debtors and the Successful Bidder, and the Alternate Sale Agreement with the Alternate Bidder, were non-collusive, in good faith, at arm's length, and substantively and procedurally fair to all parties in interest; and the Court having found that the Successful Bidder has acted in good faith in all respects in connection with the transfer of the Deidentified Data, and is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and entitled to all of the protections of section 363(m) of the Bankruptcy Code; and the Court having found that none of the Debtors, the Successful Bidder, or the Alternate Bidder have engaged in any conduct that would cause or permit the transaction to be avoided under section 363(n) of the Bankruptcy Code; and the Court having found that the sale of the Deidentified Data is not intended by the Debtors and the Successful Bidder to be a sale of Personal Data (as defined in the Sale Agreement); and the Court having found that the relief requested in the Motion and entry into the Sale Agreement or the Alternate Sale Agreement represent a sound exercise of the Debtors' business judgment, and are in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and all objections and reservations of rights filed or asserted in respect of the Motion and/or the proposed sale, if any, having been withdrawn, resolved, or overruled with prejudice; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein. The sale of the Deidentified Data as contemplated by the Sale Agreement is hereby approved.

2. All objections or reservation of rights with respect to the entry of this Order or to the relief granted herein, whether filed, stated on the record before the Court or otherwise, which have not been withdrawn, waived, or settled, are hereby denied and overruled on the merits. All objections to the entry of this Order or to the relief granted herein that were not timely filed are hereby forever barred.

3. The Seller and the Successful Bidder are authorized to enter into, consummate, and perform under, the Sale Agreement and any other ancillary agreements or other documents consistent with the Sale Agreement. This Order and the Sale Agreement shall be binding in all respects upon the Debtors, their estates, all creditors and other holders of claims (whether known or unknown) against the Debtors, all holders of equity interests in the Debtors, all holders of

interests (whether known or unknown) in the Deidentified Data or any portion thereof, all non-Debtor parties to contracts necessary to utilize and/or access the Deidentified Data, the Successful Bidder, and all successors and assigns of the foregoing, including any trustee subsequently appointed in the Chapter 11 Cases or upon conversion to chapter 7, and any other plan fiduciaries, plan administrators, liquidating trustees, or other estate representatives appointed or elected in the Debtors' cases. The obligations of Seller under the Sale Agreement are binding on Seller, and any claims of the Successful Bidder arising from Seller's breach or non-performance of such obligations shall constitute administrative expenses of Seller's bankruptcy estate pursuant to sections 503(b)(1) and 507(a)(2) of the Bankruptcy Code. If the sale of the Deidentified Data fails to close, the Successful Bidder's deposit shall be promptly released in accordance with the Bidding Procedures, Sale Agreement, and any applicable deposit agreement.

4. The Debtors, the Successful Bidder, and their respective affiliates are authorized, as applicable, to execute, deliver, provide, implement, and fully perform any and all obligations, instruments, agreements, and other documents, and to take any and all actions, necessary or appropriate to implement the Sale Agreement, without further order of the Court.

5. Notwithstanding anything to the contrary in this Order, the Bidding Procedures Order, or the Sale Agreement, Spirit has satisfied the requirements of section 363(b)(1)(A) of the Bankruptcy Code.

6. The sale of the Deidentified Data to the Successful Bidder shall constitute a legal, valid, binding, enforceable and effective transfer, sale, conveyance, and full and complete general assignment thereof, regardless of the Debtors' lack or purported lack of good standing in any jurisdiction in which the Debtors are formed or authorized to transact business, and shall vest the Successful Bidder with all of the Debtors' interests in the Deidentified Data free and clear of all

liens, claims, rights, liabilities, encumbrances, or other interest of any kind or nature ("**Liens**"). Upon the Seller's receipt of the consideration for such transaction (the "**Consideration**"), the sale of the Deidentified Data to the Successful Bidder shall be free and clear of all Liens (regardless of whether such Liens have been asserted, filed, or otherwise exist by virtue of any applicable laws) pursuant to section 363(f) of the Bankruptcy Code, with any such Liens transferred and attached solely to such proceeds in the same order of priority that such Liens had on the Deidentified Data. Any holder of such Lien is authorized and directed to execute and deliver any waivers, releases, or other related documentation to evidence the release of liens from the Deidentified Data as reasonably requested by the Debtors. If any person or other entity that has filed statements or other documents or agreements evidencing liens on, or interests in, any of the Deidentified Data shall not have delivered to the Debtors upon reasonable request to such lienholder in proper form for filing and executed by the appropriate parties, termination statements, releases of liens, and any other documents necessary for the purpose of documenting the release of liens or interests which such entity has or may assert on the Deidentified Data, the Debtors and the Buyer are hereby authorized to execute and file such statements, instruments, releases, and other documents on behalf of such entity with respect to such Deidentified Data to the extent consistent with this Order. This Order constitutes authorization under all applicable jurisdictions and versions of the Uniform Commercial Code and other applicable law for the Buyer to file UCC and other applicable termination statements with respect to all security interests in, liens on, or other interests in the Deidentified Data, and the Buyer may, but is not directed to, file a certified copy of this Order in any filing or recording office in any federal, state, county, or other jurisdiction in which the Debtors are incorporated or have real or personal property, or with any other appropriate clerk or recorder, and such filing shall be accepted and shall be sufficient to release, discharge, and terminate any of the interests as set forth in this Order as of the Closing. Notwithstanding the foregoing, the provisions of this Order authorizing and approving the transfer of the Deidentified Data free and clear of interests shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order.

7. Each holder of Lien on the Deidentified Data (or any portion thereof) who did not timely and properly object to the Motion (or who ultimately withdrew any such objection) has consented to the sale of the Deidentified Data subject to the terms of this Order. Each holder of a Lien on the Deidentified Data (or any portion thereof) who timely and properly objected to the Motion and did not ultimately withdraw such objection could be compelled in a legal or equitable proceeding to accept money satisfaction of such claims pursuant to section 363(f)(5) of the Bankruptcy Code, or one or more of the other subsections of section 363(f) of the Bankruptcy Code applies, and each such holder is therefore adequately protected by having its claims that constitute interests in the Deidentified Data, if any, attach to the transaction proceeds with the same priority that existed immediately prior to the Closing.

8. Pursuant to section 363 of the Bankruptcy Code, the Debtors have exercised sound business judgment in connection with the sale of the Deidentified Data in accordance with this Order. The Consideration is adequate and fair consideration and reasonably equivalent value for the Deidentified Data under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Voidable Transactions Act, the Uniform Fraudulent Conveyance Act, and any other similar applicable law. The sale of the Deidentified Data is not a bulk sale under any applicable law, and no bulk sales law or similar law of any state or other jurisdiction shall apply in any way to the transaction, the Motion, or this Order. None of the Debtors nor the Successful Bidder has

engaged in any conduct that would cause the sale of the Deidentified Data to be avoided, or damages or costs to be imposed under section 363(n) of the Bankruptcy Code. The Successful Bidder acted in good faith as provided in section 363(m) of the Bankruptcy Code in all respects with respect to the sale of the Deidentified Data as contemplated in the Sale Agreement, the Bidding Procedures, and the Auction. The Successful Bidder and, to the extent applicable, its good-faith transferees are afforded the protections under section 363(m) of the Bankruptcy Code. The reversal or modification on appeal of the authorization provided herein to consummate the sale of the Deidentified Data shall not alter, affect, limit, or otherwise impair the validity of the sale unless such authorization and consummation are duly stayed pending such appeal. The Successful Bidder shall not be deemed to be the successor or mere continuation of the Debtors, have merged with or into the Debtors (de facto or otherwise), or have any successor or vicarious liability of any kind or character, whether known or unknown, now existing or arising hereafter, with respect to the Deidentified Data. All persons and entities asserting such successor-liability, de facto merger, or substantial continuity claims are permanently enjoined from pursuing them against the Successful Bidder or the Deidentified Data.

9. The Successful Bidder shall not be required to seek or obtain relief from the automatic stay under section 362 of the Bankruptcy Code to enforce any of its remedies under the Sale Agreement and related documents. The automatic stay imposed by section 362 of the Bankruptcy Code is modified solely to the extent necessary to implement the transaction and the provisions of this Order.

10. The Sale Agreement and Alternate Sale Agreement were attached as **Exhibit 1** and **Exhibit 2**, respectively, to the Notice of Auction Results; accordingly, a statement of the kind referenced in Bankruptcy Rule 6004(f)(1)(A) need not be filed.

11. In the event the Debtors and the Successful Bidder fail to consummate the transactions contemplated under the Sale Agreement, the Debtors may accept the Alternate Bid upon the filing of a notice to such effect with the Court in accordance with the Bidding Procedures and subject to the terms of the Alternate Bid, in which case (i) the Alternate Bidder shall be deemed to be the "Successful Bidder" for all intents and purposes under this Order; (ii) the Alternate Sale Agreement and related documentation shall be deemed to be the "Sale Agreement" for all intents and purposes under this Order; and (iii) the Debtors shall be authorized to take all actions necessary or appropriate to effectuate the relief granted pursuant to this Order in light of the foregoing.

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

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

14. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Motion, the terms of this Order shall control and govern. To the extent of any inconsistency between this Order and the Sale Agreement or any related or ancillary document, the terms of this Order shall govern.

15. Nothing contained in any plan of reorganization or liquidation, or in any order of any type or kind entered in (a) these Chapter 11 Cases, (b) any subsequent chapter 7 case(s) into which these Chapter 11 Cases are converted, or (c) any related proceeding subsequent to entry of this Order, shall conflict with or derogate from the provisions of the Sale Agreement or the terms of this Order. To the extent of any such conflict or derogation, the terms of this Order shall govern.

16. Pursuant to the Sale Agreement, the Buyer may direct the Debtors to deliver the Deidentified Data to one or more Deidentification Agents to Deidentify, prepare, transform and aggregate the Deidentified Data for further delivery to the Buyer.

17. The failure specifically to include any particular provision of the Sale Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Sale Agreement be authorized and approved in its entirety.

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

Dated: ______________, 2026
White Plains, New York

____
THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE