Hearing Date and Time: 11:00 a.m. on November 17, 2026
Objection Deadline: 4:00 p.m. on November 13, 2026

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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**

MOTION OF THE DEBTORS FOR ENTRY OF AN ORDER (I) APPROVING THE SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE DEBTORS AND THE ELAVON PARTIES, (II) AUTHORIZING AND APPROVING ASSUMPTION OF THE CARD PROCESSING AGREEMENT AND (III) GRANTING RELATED RELIEF

Spirit Aviation Holdings, Inc. and its subsidiaries (collectively, the "**Debtors**"), each of which is a debtor and debtor in possession in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), hereby file this *Motion of the Debtors for Entry of an Order (I) Approving the Settlement Agreement and Release Between the Debtors and the Elavon Parties, (II) Authorizing and Approving Assumption of the Card Processing Agreement and (III) Granting Related Relief* (this "**Motion**"). This Motion is supported by the *Declaration of Pedro Motta in Support of (I)*

[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.

the Elavon Settlement Motion, (II) the AmEx Settlement Motion and (III) the Motion to Shorten (the "**Motta Declaration**") filed contemporaneously herewith and incorporated herein by reference. In further support of this Motion, the Debtors respectfully state as follows:

Relief Requested

1. By this Motion, and pursuant to sections 362, 363, 365, 502, 503, 507 and 105(a) of title 11 of the United States Code (the "**Bankruptcy Code**") and rules 6004, 6006 and 9019 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the "**Proposed Order**"), (a) approving the Settlement Agreement and mutual release therein (together with all exhibits, side letters, annexes, and schedules attached thereto, the "**Settlement Agreement**") between the Debtors and U.S. Bank National Association ("**U.S. Bank**" or "**U.S. Member**"), U.S. Bank National Association, acting through its Canadian branch ("**Canada VISA Member**"), Elavon Canada Company ("**Canada MasterCard Member**"), U.S. Bank Europe DAC f/k/a Elavon Financial Services Limited ("**Elavon International**" together with U.S. Member, Canada VISA Member, and Canada MasterCard Member, including in their respective capacities as servicers under the Card Processing Agreement (as defined below), "**Elavon**" or the "**Elavon Parties**") attached to the Proposed Order as Exhibit 1, (b) authorizing the Debtors to assume the Card Processing Agreement (as defined below) and (c) granting related relief.[2]

[2] For the avoidance of doubt, this Motion provides an overview of the Settlement Agreement and various terms thereof. Any summary or recitation of the settlement terms is not intended to displace or supersede the actual terms of the Settlement Agreement.

Jurisdiction and Venue

2. The United States Bankruptcy Court for the Southern District of New York (the "**Court**") has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.).

3. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b). The Debtors confirm their consent to the entry of a final order by the Court in connection with this Motion.

4. Venue of the Chapter 11 Cases and related proceedings is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

5. On August 29, 2025 (the "**Petition Date**"), each Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Chapter 11 Cases are being jointly administered, for procedural purposes only, pursuant to Bankruptcy Rule 1015(b), as ordered by the Court [ECF No. 35].

6. On September 17, 2025, the United States Trustee for the Southern District of New York (the "**U.S. Trustee**") appointed an Official Committee of Unsecured Creditors (the "**Committee**") pursuant to section 1102 of the Bankruptcy Code [ECF No. 117].

7. Additional information about the events leading up to the Petition Date and the Debtors' businesses, affairs, capital structure, and prepetition indebtedness can be found in the *Declaration of Fred Cromer in Support of the Chapter 11 Proceedings and First Day Pleadings* [ECF No. 19] (the "**First Day Declaration**").[3]

[3] Capitalized terms used but not defined herein shall have the meanings set forth in the First Day Declaration or the Settlement Agreement, as applicable.

8. On May 8, 2026, the Bankruptcy Court entered the *Order (I) Authorizing the Debtors to Wind Down Operations, (II) Approving the Debtors' Use of Cash Collateral and Amendments to the DIP Credit Agreement and Final DIP Order, (III) Authorizing Modification or Termination of the Debtors' Employee Programs, (IV) Approving Wind-Down Incentive and Retention Plan, (V) Approving Modification of Contract Rejection Procedures, (VI) Approving Non-Fleet Assets Sale Procedures, (VII) Approving Non-Fleet Assets Abandonment Procedures, (VIII) Approving the Use of Certain Third-Party Contractors, (IX) Approving Protections for Certain Persons Implementing the Wind-Down, (X) Enforcing an Administrative Stay, (XI) Authorizing the Preemption of Applicable Laws and Ordinances for the Debtors to Effectuate the Wind-Down, (XII) Authorizing the Debtors to Take Any and All Actions Necessary to Implement the Wind-Down, and (XIII) Granting Related Relief* [ECF No. 1048] (the "**Wind-Down Order**").

Preliminary Statement

9. On or about May 21, 2009, Spirit and U.S. Member entered into that certain Signatory Agreement (U.S. VISA and MasterCard Transactions) (as the same has been amended, restated or otherwise modified from time to time, with the Master Terms of Service ("**MTOS**") incorporated therein, the "**U.S. Agreement**"). On or about October 1, 2014, Spirit, Canada VISA Member, Canada MasterCard Member, and Elavon International entered into that certain Merchant Agreement for ORCA Processing (International Transactions) (as the same has been amended, restated or otherwise modified from time to time, the "**ORCA Processing Agreement**"). On or about March 14, 2019, Spirit and Canada VISA Member and Canada MasterCard Member entered into that certain Signatory Agreement (Canadian Transactions) (as the same has been amended, restated or otherwise modified from time to time, with the MTOS incorporated therein, the "**Canadian Agreement**", and together with the U.S. Agreement, including the Exposure

Protection Schedule to the U.S. Agreement and Canadian Agreement (the "**Exposure Schedule**"), and the ORCA Processing Agreement, the "**Card Processing Agreement**"), pursuant to which Elavon has historically provided Spirit with payment processing services, including Chargebacks and other transaction activity. As of the Petition Date and on a post-petition basis, the parties had various outstanding disputes under the Card Processing Agreement, with the core dispute arising out of funds held by Elavon as the Security Amount under the Card Processing Agreement. The Debtors and the Elavon Parties have engaged in extensive negotiations to settle fully and finally any and all claims and disputes, arising under the Card Processing Agreement or otherwise and to modify the Card Processing Agreement as set forth in the Settlement Agreement.

10. These negotiations culminated in the Settlement Agreement. Among other things, the Settlement Agreement provides for (a) resolution of all outstanding claims and disputes between Spirit and Elavon arising under the Card Processing Agreement, including disputes relating to the outstanding balance of the Security Amount claimed by Elavon as of October 21, 2026, of approximately $76,439,425.72 (on an aggregate basis), (b) assumption of the Card Processing Agreement, as modified by the Settlement Agreement, with Elavon waiving any cure obligations associated therewith, (c) the release to Spirit of certain funds held by Elavon in the Security Amount prior to the time such funds would otherwise be contractually required to be released to Spirit, and (d) the resolution of Elavon's proof of claim (Claim No. 10159) filed in the Chapter 11 Cases.

11. The settlement embodied in the Settlement Agreement includes the following key terms, among others[4]:

[4] Capitalized terms used but not defined in this Paragraph 11 shall have the meanings set forth in the Settlement Agreement.

- Beginning on the Effective Date, Elavon shall release to Spirit the amounts held as the Security Amount, pursuant to the schedule outlined below and in the Settlement Agreement.

(a) Spirit and Elavon agree that after the Effective Date Elavon shall continue to process Chargebacks and other activity in the ordinary course of business in accordance with the terms of the Card Processing Agreement and deduct any amounts owing to the Card Networks (either for ultimate payment to a customer or for fees, fines and other amounts owing to the Card Networks under the applicable rules) on previously processed Transactions, from the amounts then held as the Security Amount and accrue interest on the Security Amount (until the Third Distribution Date, which is defined below) then held at the rate set forth in the Card Processing Agreement. For the avoidance of doubt, Elavon will not charge the per-charge fee of $25.00 allowed under the contract (the "**Chargeback Fees**") for Chargebacks submitted after the Effective Date.

(b) On the Effective Date (or promptly thereafter), Elavon shall deduct from the Security Amount then held (which for the avoidance of doubt is the Identified Security Amount less the Interim Activity) (the "**Effective Date Security Amount**") the following sums (collectively, the "**Effective Date Fee Amounts**"):

(i) The Accrued Fees; and

(ii) A non-refundable management fee of $1,800,000 (the "**Management Fee**") which shall compensate Elavon for (I) the modification of its obligations under the Card Processing Agreement as set forth in this Settlement Agreement, including assuming risks associated with the early release of funds from the Security Amount as described herein, and the waiver of any associated claims, (II) continued Chargeback processing activities; (III) general administration and monitoring; and (IV) representment work.

(iii) Elavon agrees to release to Spirit from the Security Amount then held the following amounts on the following schedule:

(A) Within five (5) Business Days after the Effective Date, Elavon shall release to Spirit a sum equal to 50% of the Effective Date Security Amount remaining after the prior deduction of the Effective Date Fee Amounts therefrom (the "**First Distribution Amount**");

(B) Within thirty (30) days after the Effective Date, Elavon shall release to Spirit a sum equal to 50% of the First Distribution Amount (resulting in a total release of 75% of the amount of the Effective Date Security Amount less the Effective Date Fee Amounts);

(C) Within sixty (60) days after the Effective Date (the "**Third Distribution Date**"), Elavon shall release to Spirit all then remaining amounts held as the Security Amount, less (i) all reasonable costs and expenses of outside counsel to Elavon

incurred in connection with this Agreement up to $50,000 as the same is documented to Spirit by delivery of counsel's invoices and (ii) $3,500,000 retained in cash as the residual reserve (the "**Residual Reserve**"); provided that, notwithstanding anything to the contrary in the Card Processing Agreement, including the Exposure Schedule, or the Control Agreement (as defined below), Elavon shall have no obligation to pay or credit to Spirit interest earned on the Residual Reserve; and

(D) On November 1, 2027, Elavon shall release to Spirit the remaining amounts of the Residual Reserve then held, if any.

(E) For the avoidance of doubt, the foregoing payments shall be made to (I) Spirit via federal wire transfer in U.S. dollars into the applicable Settlement Account or (II) to the extent any chapter 11 plan of reorganization confirmed by the Bankruptcy Court in the Chapter 11 Cases or a conversion of the Case to chapter 7 vests Spirit's right in such funds in any other entity, including a reorganized debtor, a liquidating trust or Chapter 7 Trustee, to an account established and in accordance with instructions provided by the applicable authorized representative of such entity.

(iv) Spirit and Elavon agree that between the Effective Date and the Third Distribution Date, Elavon shall deduct from the Security Amount then held all amounts related to Chargebacks, fines and other amounts that would otherwise be due under the terms of the Card Processing Agreement to Elavon for providing the services rendered related to any Transactions (but excluding Chargeback Fees). For the avoidance of doubt, such amounts shall be deducted prior to the calculation of the Residual Reserve.

(v) After the Third Distribution Date, Elavon shall deduct from the Residual Reserve then held all amounts related to Chargebacks, fines and other amounts that would otherwise be due under the terms of the Card Processing Agreement to Elavon for providing the services rendered related to any Transactions (but excluding Chargeback Fees). For the avoidance of doubt, if the Residual Reserve is insufficient to compensate Elavon for all such amounts due, Elavon shall bear any such loss and shall have no claim against Spirit.

- After the Effective Date, Elavon shall continue to process Chargebacks and other activity in the ordinary course of business in accordance with the terms of the Card Processing Agreement and deduct any amounts owing to the Card Networks (either for ultimate payment to a customer or for fees, fines and other amounts owing to the Card Networks under the applicable rules) on previously processed Transactions, from the amounts then held as the Security Amount and accrue interest on the Security Amount (until the Third Distribution Date) then held at the rate set forth in the Card Processing Agreement.

- Upon Elavon's distribution to Spirit of the Security Amount in full (less certain reasonable costs, a non-refundable $1,800,000.00 Management Fee to compensate Elavon for the modification of its obligations under the Card Process Agreement, and $3,500,000.00 retained in cash as the Residual Reserve), Elavon shall deduct from the Residual Reserve then held all amounts related to Chargebacks, fines and other amounts that would otherwise be due under the terms of the Card Processing Agreement to Elavon (but excluding Chargeback Fees). For the avoidance of doubt, if the Residual Reserve is insufficient to compensate Elavon for all such amounts due, Elavon shall bear any such loss and shall have no claim against Spirit.
- Except as expressly modified under the Settlement Agreement, Spirit agrees that its obligations under the Card Processing Agreement relating to reporting and information sharing, including, but not limited to, flight data reporting shall remain in full force and effect and will terminate on the Final Resolution Date. If Spirit fails to fulfill such information and reporting requirements, Elavon shall provide Spirit with notice of such deficiency and, if Spirit fails to cure any deficiencies in its reporting and information sharing obligations within ten (10) days of receipt of such notice, then Elavon is granted an administrative expense claim for damages pursuant to section 503(b) of the Bankruptcy Code equal to $50,000, that may not be paid until after exhausting the amounts held as the Residual Reserve.
- The Parties will mutually release each other of all claims or causes of actions involving or relating to the Card Processing Agreement, the Control Agreement, and/or the transactions contemplated thereby. The mutual releases do not release (i) any rights and obligations of the Parties under the Settlement Agreement, or (ii) any Losses relating to any act or omission that constitutes actual fraud, gross negligence, or willful misconduct (as finally determined by a court of competent jurisdiction).
- Subject to Court approval, the Card Processing Agreement will be assumed pursuant to 11 U.S.C. § 365, as modified by the Settlement Agreement. For the avoidance of doubt, Spirit shall not be required to make any monetary cure payment other than as expressly required under the Settlement Agreement.
- The Effective Date of the Settlement Agreement is contingent upon, among other things, this Court entering the Proposed Order, which if not entered before December 31, 2026, entitles either Party to the Settlement Agreement to terminate such agreement.

12. The Settlement Agreement, if approved, will further the Debtors' goal of effecting a value maximizing liquidation of the Debtors' estates. Specifically, the Settlement Agreement will inject cash into the estate in accordance with an agreed-upon schedule, as Elavon has agreed to release cash collateral earlier than it would have been contractually required to do so, in exchange for payment of the Management Fee and assumption of the Card Processing Agreement.

Accordingly, and for the reasons set forth herein, the Debtors submit that the Motion should be granted and the Settlement Agreement should be approved.

Basis for Relief

A. The Court Should Approve the Settlement of Claims Under Bankruptcy Rule 9019

13. By this Motion, the Debtors seek approval of the Settlement Agreement between the Debtors and Elavon. The Debtors and Elavon engaged in good-faith negotiations at arm's length, which led to the Settlement Agreement that settles potentially costly disputes with Elavon and provides the Debtors with access to cash collateral earlier than contractually required. *See* Motta Decl. ¶ 5.

14. A court should exercise its discretion to approve the settlement "in light of the general public policy favoring settlements." *In re Hibbard Brown & Co.*, 217 B.R. 41, 46 (Bankr. S.D.N.Y. 1998). Indeed, courts in this district have made clear that "[a]s a general matter, 'settlements and compromises are favored in bankruptcy as they minimize costly litigation and further parties' interests in expediting the administration of the bankruptcy estate.'" *In re Republic Airways Holdings, Inc.*, 2016 WL 2616717, No. 16-10429 (SHL) at *3 (Bankr. S.D.N.Y. May 4, 2016) (citing *In re Dewey & LeBouef LLP*, 478 B.R. 626, 640 (Bankr. S.D.N.Y. 2012)); *see also Motorola, Inc. v. Official Comm. of Unsecured Creditors (In re Iridium Operating LLC)*, 478 F.3d 452, 455 (2d Cir. 2007) (stating that settlements "help clear a path for the efficient administration of the bankrupt estate").

15. Under Bankruptcy Rule 9019 and governing case law, a court should approve a compromise or settlement where it makes an independent determination that the compromise or settlement is fair and equitable, reasonable, and in the best interests of the debtor's estate. *See, e.g., In re Republic Airways,* 2016 WL 2616717 at *3; *see also In re Genesis Glob. Holdco, LLC,*

2023 WL 6543250, at *5 (Bankr. S.D.N.Y. Oct. 6, 2023); *Ionosphere Clubs, Inc. v. Am. Nat'l Bank & Trust Co. of Chicago (In re Ionosphere Clubs, Inc.)*, 156 B.R. 414, 426 (S.D.N.Y. 1993), *aff'd*, 17 F.3d 600 (2d Cir. 1994); *Nellis v. Shugrue*, 165 B.R. 115, 122–23 (S.D.N.Y. 1994). In so doing, a court may consider the opinions of the trustee or debtor in possession that the settlement is fair and equitable. *See id.*; *see also In re Purofied Down Prods. Corp.*, 150 B.R. 519, 522 (S.D.N.Y. 1993).

16. In assessing whether to approve a settlement, a court need not decide the issues of law and fact raised by the settlement, but rather should "canvass the issues and see whether the settlement fall[s] below the lowest point in the range of reasonableness." *In re W.T. Grant Co.*, 699 F.2d 599, 608 (2d Cir. 1983) (alteration in original) (citations and quotations omitted). Put differently, "the court need not conduct a 'mini-trial' to determine the merits of the underlying litigation." *In re Purofied Down Prods.*, 150 B.R. at 522. In this regard, "[t]he 'reasonableness' of [a] settlement depends upon all factors, including probability of success, the length and cost of the litigation, and the extent to which the settlement is truly the product of 'arms-length' bargaining, and not fraud or collusion." *In re Ionosphere Clubs, Inc.*, 156 B.R. at 428.

17. Courts in the Second Circuit have described the following seven interrelated factors that a bankruptcy court should consider in exercising its discretion under Rule 9019: (1) the balance between the litigation's possibility of success and the settlement's future benefits; (2) the likelihood of complex and protracted litigation, with its attendant expense, inconveniences, and delay; (3) the paramount interest of the creditors; (4) whether other parties in interest affirmatively support the proposed settlement; (5) the nature and breadth of releases to be obtained by officers and directors; (6) whether the competency and experience of counsel support the settlement; and (7) the extent to which the settlement is the product of arm's-length bargaining. *See In re Iridium*

Operating LLC, 478 F.3d 452, 462 (2d Cir. 2007); *see also Drexel Burnham Lambert Grp., Inc.*, 960 F.2d 285, 292 (2d Cir. 1992); *In re Ionosphere Clubs, Inc.*, 156 B.R. 414, 427 (S.D.N.Y. 1993), *aff'd*, 17 F.3d 600 (2d Cir. 1994). When assessing a global settlement of claims, "[t]he appropriate inquiry is whether the [s]ettlement [a]greement is **in its entirety** appropriate for the [] estate." *In re Ionosphere Clubs*, 156 B.R. at 430 (emphasis added).

18. The Debtors respectfully submit that the *Iridium* factors weigh overwhelmingly in favor of approval of the settlements and compromises contained in the Settlement Agreement, satisfying the range of reasonableness test and settlement standard described above. As to the first and second *Iridium* factors, the likelihood of success on the merits of claims against Elavon – which would require costly litigation at a time when preserving costs is of the utmost importance – is speculative and uncertain. *See* Motta Decl. ¶ 7. Weighing the uncertainty of success on the merits against the value provided by the compromise, the Debtors believe that the transactions, stipulations, settlement and compromise of claims and disputes contained in the Settlement Agreement are highly favorable to the Debtors and their estates. *See* Motta Decl. ¶ 7. On the third factor, the settlement benefits the interest of creditors by releasing valuable and substantial cash collateral, which will enable the Debtors to materially advance the goal of liquidating their assets and distributing amounts to their creditors. *See* Motta Decl. ¶ 7. The fifth factor weighs in favor of approval of the Settlement Agreement, as the release of Spirit's directors and officers is limited to certain claims held by Elavon and its related parties, and therefore, the nature and breadth of the release is appropriately limited. And the sixth and seventh factors indisputably weigh in favor of approval, as the transactions contained in the Settlement Agreement are the product of arm's-length bargaining amongst parties represented by highly experienced counsel. *See* Motta Decl. ¶ 6.

19. Moreover, viewed in its entirety, the settlement of claims and disputes is entirely appropriate and is far above the lowest range of reasonableness. *See* Motta Decl. ¶ 7. Accordingly, the Debtors respectfully request that the Court approve the Settlement Agreement.

B. The Court Should Authorize the Assumption of the Card Processing Agreement Under Sections 365(a) and 105(a) of the Bankruptcy Code

20. Section 365 of the Bankruptcy Code allows a debtor in possession (with bankruptcy court approval) to maximize the value of its estates by, among other things, assuming and rejecting executory contracts and unexpired leases. 11 U.S.C. § 365(a); *see also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 521 (1984); *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993). An executory contract is a "contract under which the obligation of both the bankrupt and the other party to the contract are so far unperformed that the failure of either to complete performance would constitute a material breach excusing performance of the other." *Sharon Steel Corp. v. Nat'l Fuel Gas Distribution Corp.*, 872 F.2d 36, 39 (3d Cir. 1989) (internal citations omitted); *see also In re Keren Ltd. P'ship*, 225 B.R. 303, 307 (S.D.N.Y. 1997), *aff'd*, 189 F.3d 86 (2d Cir. 1999) (same).

21. In determining whether to permit a debtor to assume or reject a contract or lease, "the debtor's interests are paramount." *COR Route 5 Co. v. Penn Traffic Co. (In re Penn Traffic Co.)*, 524 F.3d. 373, 383 (2d Cir. 2008). Accordingly, the decision to assume or reject an executory contract or unexpired lease is governed by the business judgment rule, which requires that a debtor determine that the requested assumption would be beneficial to its estates. *See Grp. of Institutional Invs. v. Chicago, M., St. P. & P. R. Co.*, 318 U.S. 523, 550 (1943) (finding that the question of assumption "is one of business judgment"); *In re Penn Traffic*, 524 F.3d at 383; *In re Old Carco LLC*, 406 B.R. 180, 188 (Bankr. S.D.N.Y. 2009); *In re Helm*, 335 B.R. 528, 538 (Bankr. S.D.N.Y. 2006); *In re MF Global Inc.*, No. 11-2790, 2011 WL 6792758, at *2 (Bankr. S.D.N.Y. Dec. 20,

2011) ("The assumption or rejection of an executory contract may be approved if such action would benefit the debtor's estate and is an exercise of sound business judgment."); *Sharon Steel*, 872 F.2d at 40. A debtor's decision to assume an executory contract or unexpired lease based on its business judgment will generally not be disturbed absent a showing of "bad faith or abuse of business discretion." *In re Old Carco*, 406 B.R. at 188 (quoting *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994), *aff'd sub nom. John Forsyth Co., Inc. v. G Licensing, Ltd.*, 187 B.R. 111 (S.D.N.Y. 1995)). The party opposing a debtor's exercise of its business judgment has the burden of rebutting the presumption of validity. *See Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992), *appeal dismissed*, 3 F.3d 49 (2d Cir. 1993).

22. Upon finding that the debtor has exercised its sound business judgment in determining that the assumption or rejection of a contract or lease is in the best interests of the debtor, its creditors, and all parties in interest, the court should approve the assumption or rejection under section 365(a) of the Bankruptcy Code. *See, e.g.*, *In re Child World, Inc.*, 142 B.R. 87, 89 (Bankr. S.D.N.Y. 1992); *In re Gucci*, 193 B.R. at 417. Moreover, section 105(a) of the Bankruptcy Code confers the Court with broad equitable powers to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).

23. The Debtors respectfully submit that the relief requested herein is fair, equitable, reasonable, and in the best interests of the Debtors' estates and is, thus, justified under sections 365(a) and 105(a) of the Bankruptcy Code. As described above and in the Motta Declaration, the assumption of the Card Processing Agreement as set forth in and as modified by the Settlement Agreement is an integral component of the overall settlement and the Debtors' goal of liquidating their assets. *See* Motta Decl. ¶ 9. Indeed, assumption of the Card Processing Agreement was a

required condition of the settlement, and accordingly, assumption will enable the Debtors to achieve the benefits they are set to receive under the Settlement Agreement. Moreover, because the Debtors and Elavon have agreed that there will be no incremental cure costs associated with assumption of the Card Processing Agreement other than as expressly provided for in the Settlement Agreement. *See* Motta Decl. ¶ 9.

24. In light of the foregoing, the Debtors respectfully submit that the assumption of the Card Processing Agreement, as set forth in the Settlement Agreement, (a) would be the result of the Debtors exercising their sound business judgment in accordance with their fiduciary duties, (b) would be in the best interests of their estates and economic stakeholders, and (c) would further serve to maximize value for the benefit of all creditors. Accordingly, the Debtors respectfully request that the Court authorize the Debtors to assume the Card Processing Agreement.

Waiver of Bankruptcy Rules 6004(a) and 6004(h)

25. To implement successfully the relief sought herein, the Debtors request that the Court find that notice of the Motion is adequate under Bankruptcy Rule 6004(a) under the circumstances. The Debtors also request that, to the extent applicable to the relief requested in this Motion, the Court waive the stay imposed by Bankruptcy Rule 6004(h), which provides that "[u]nless the court orders otherwise, an order authorizing the use, sale, or lease of property (other than cash collateral) is stayed for 14 days after the order is entered." Fed. R. Bankr. P. 6004(h). As described above, the relief requested in this Motion is necessary for the Debtors to preserve and maximize value for their estates and parties in interest. Accordingly, the Debtors respectfully submit that ample cause exists to justify the (a) finding that the notice requirements under Bankruptcy Rule 6004(a) have been satisfied and (b) waiving of the 14-day stay imposed by Bankruptcy Rule 6004(h), as the exigent nature of the relief sought herein justifies immediate relief.

Notice

26. Notice of this Motion will be provided to the following parties (or their counsel) (collectively, the "**Notice Parties**"): (a) the U.S. Trustee; (b) the Committee; (c) the Ad Hoc Committee of Senior Secured Noteholders; (d) Elavon; and (e) any other party that is entitled to notice under the Court's *Order Implementing Certain Notice and Case Management Procedures* [ECF No. 61]. A copy of this Motion and any order entered in respect thereto will also be made available on the Debtors' case information website located at https://dm.epiq11.com/SpiritAirlines. Based on the circumstances surrounding this Motion and the nature of the relief requested herein, the Debtors respectfully submit that no other or further notice is required.

[Remainder of page intentionally left blank]

WHEREFORE, the Debtors respectfully request that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as the Court deems just and proper.

Dated: October 30, 2026
New York, New York

DAVIS POLK & WARDWELL LLP

/s/ Noah Z. Sosnick
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New York, NY 10017
Tel.: (212) 450-4000
Marshall S. Huebner
Darren S. Klein
Christopher S. Robertson
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Counsel to the Debtors and Debtors in Possession

Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

ORDER (I) APPROVING THE SETTLEMENT AGREEMENT AND RELEASE BETWEEN THE DEBTORS AND THE ELAVON PARTIES, (II) AUTHORIZING AND APPROVING ASSUMPTION OF THE CARD PROCESSING AGREEMENT AND (III) GRANTING RELATED RELIEF

Upon the motion (the "**Motion**")[2] of Spirit Aviation Holdings, Inc. and its direct and indirect subsidiaries (collectively, the "**Debtors**"), each of which is a debtor and debtor in possession in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), for entry of an order (this "**Order**") pursuant to sections 105(a), 362, 363, 365, 502, 503 and 507 of the Bankruptcy Code, and Bankruptcy Rules 6004, 6006 and 9019, (a) approving the Settlement Agreement attached hereto as **Exhibit 1**, (b) authorizing the Debtors to assume the Card Processing Agreement and (c) granting related relief, as set forth more fully in the Settlement Agreement, Motion and Motta Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.); and the Court having found that this is a core proceeding pursuant to 28 U.S.C.

[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] Unless defined herein, all defined terms shall have the meanings ascribed to them as contained in the Motion or the Settlement Agreement.

§ 157(b); 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 Motta Declaration and the First Day Declaration; and the Court having determined that the legal and factual bases set forth in the Motion and the Motta Declaration and at the Hearing establish just cause for the relief granted herein; and the Court having found that the relief requested in the Motion represents a sound exercise of the Debtors' business judgment, and is 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, 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.

2. The Settlement Agreement, attached hereto as **Exhibit 1**, and all the terms and conditions thereof, and all the transactions, payments, agreements, and stipulations contemplated thereby or embodied therein, including the mutual release, are hereby approved pursuant to Bankruptcy Rule 9019(a) in all respects and (a) represent a valid exercise of the Debtors' business judgment, (b) are supported by reasonable consideration, and (c) are fair and equitable and in the best interest of the Debtors' estates.

3. The Debtors are authorized to (i) execute and deliver all documentation, necessary to implement and effectuate the terms and conditions of the Settlement Agreement and this Order, (ii) comply with all obligations and make all payments provided for in the Settlement Agreement, and (iii) take any additional actions as are reasonably necessary or appropriate to implement and effectuate the settlement and the transactions outlined in the Settlement Agreement, it being the intent of this Court that the terms set forth in the Settlement Agreement be approved in their entirety, and the failure to specifically describe or include any provision of the Settlement Agreement in the Motion or this Order shall not diminish or impair the effectiveness of such provision.

4. The automatic stay imposed under section 362(a) of the Bankruptcy Code, to the extent applicable, is hereby modified and lifted to permit the parties to enter into, amend, or modify (as applicable) the Settlement Agreement and any amendments and/or modifications thereto.

5. The Settlement Agreement, and the other transaction instruments, agreements, and documents related thereto may be modified, amended, or supplemented by the parties thereto in a writing signed by the parties thereto, and in accordance with the terms thereof, without further order of the Court.

6. No prepetition or postpetition payment made by the Debtors to Elavon, or any setoff or application of proceeds of letters of credit by, or any lien granted to, Elavon, including, without limitation, any payments or transfers made by the Debtors to Elavon under any instrument or agreement by and between the Debtors and Elavon, or pursuant to this Order (including administrative expense claims) allowed or granted under this Order shall be stayed, restrained, voidable, avoidable, or recoverable under the Bankruptcy Code

or any applicable law (including, without limitation, under sections 502(d), 544, or 547 through 550 of the Bankruptcy Code or under any applicable state Uniform Voidable Transactions Act, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act, or similar statute or common law), or subject to any contest, attack, rejection, defense, avoidance, reduction, setoff, recoupment, recharacterization, or subordination (whether equitable, contractual, or otherwise), disallowance, impairment, claim, counterclaim, cross-claim, or any other challenge under the Bankruptcy Code, any other order of the Court or applicable law, or regulation by any person or entity.

7. Notwithstanding any subsequent appointment of any trustee(s) under any chapter of the Bankruptcy Code, this Order and the terms and conditions of the Settlement Agreement shall be binding in all respects upon, and shall inure to the benefit of, the Debtors, their estates, and their creditors, their respective affiliates, successors, and assigns, including any subsequently appointed trustee, and any affected third parties, including, but not limited to, Elavon, its affiliates, and subsidiaries.

8. Notice of the Motion is adequate under Bankruptcy Rule 6004(a). Notwithstanding the provisions of Bankruptcy Rule 6004(h), this Order shall be immediately effective and enforceable upon its entry.

9. The Debtors shall not be required to make any monetary cure payment other than as expressly required under the Settlement Agreement.

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

11. This Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation, interpretation, and enforcement of this Order and the Settlement Agreement.

Dated: _____, 2026
New York, New York

THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Settlement Agreement

EXECUTION VERSION

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this "Settlement Agreement") is entered into as of the last date set forth on the signature page hereto, by and between Spirit Airlines, LLC f/k/a Spirit Airlines, Inc., a limited liability company organized under the laws of the State of Delaware ("Carrier" and, together with its affiliated debtors in the Chapter 11 Cases (as defined below), the "Debtors"), and U.S. Bank National Association ("U.S. Bank" or "U.S. Member"), U.S. Bank National Association, acting through its Canadian branch ("Canada VISA Member"), Elavon Canada Company ("Canada MasterCard Member"), U.S. Bank Europe DAC f/k/a Elavon Financial Services Limited ("Elavon International" and together with U.S. Member, Canada VISA Member, and Canada MasterCard Member, including in their respective capacities as servicers under the Card Processing Agreement (as defined below), the "Provider"). The Carrier and the Provider are collectively referred to as the "Parties."

RECITALS

A. Carrier and U.S. Member are parties to a Signatory Agreement (U.S. VISA and MasterCard Transactions), dated as of May 21, 2009 (as the same has been amended, restated or otherwise modified from time to time, with the Master Terms of Service ("MTOS") incorporated therein, the "U.S. Agreement").

B. Carrier, Canada VISA Member, Canada MasterCard Member, and Elavon International are parties to a Merchant Agreement for ORCA Processing (International Transactions), dated on or about October 1, 2014 (as the same has been amended, restated or otherwise modified from time to time, the "ORCA Processing Agreement"), which incorporates the terms of the U.S. Agreement, as modified by the Processing Agreement.

C. Carrier, Canada VISA Member and Canada MasterCard Member are parties to a Signatory Agreement (Canadian Transactions), dated as of March 14, 2019 (as the same has been amended, restated or otherwise modified from time to time, with the MTOS incorporated therein, the "Canadian Agreement", and together with the U.S. Agreement, including the Exposure Protection Schedule to the U.S. Agreement and Canadian Agreement (the "Exposure Schedule"), and the ORCA Processing Agreement, the "Card Processing Agreement").

D. On August 29, 2025 (the "Petition Date"), the Debtors filed voluntary petitions 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 (the "Bankruptcy Court"). The chapter 11 cases of Carrier and its debtor affiliates are being jointly administered under case caption *In re Spirit Aviation Holdings, Inc., et al.*, Case No. 25-11897 (SHL) (Bankr. S.D.N.Y.) (the "Chapter 11 Cases").

E. On May 2, 2026 (the "Cessation Date"), in advance of a planned wind-down of its businesses, Carrier ceased all passenger flight operations and asked the Federal Aviation Administration to issue a ground stop for Carrier's flights to ensure no accidental dispatches.

F. On May 8, 2026, the Bankruptcy Court entered an *Order (I) Authorizing the Debtors to Wind Down Operations, (II) Approving the Debtors' Use of Cash Collateral and Amendments to the DIP Credit Agreement and Final DIP Order, (III) Authorizing Modification or Termination of the Debtors' Employee Programs, (IV) Approving Wind-Down Retention Plan, (V) Approving Modification of Contract Rejection Procedures, (VI) Approving Non-Fleet Assets Sale Procedures, (VII) Approving the Use of Certain Third Party Contractors, (IX) Approving Non-Fleet Asset Sale Procedures, (X) Enforcing an Administrative Stay, (XI) Authorizing the Preemption of Applicable Laws and Ordinances for the Debtors to Effectuate the Wind-Down, (XII) Authorizing the Debtors to Take Any and All Actions Necessary to Implement the Wind-Down, and (XIII) Granting Related Relief* (the "Wind-Down Order").

G. As of October 21, 2026 (the "Identified Calculation Date"), Provider holds funds as the Security Amount (as such term is defined in the Exposure Schedule) in the approximate amount of $76,439,425.72 (the "Identified Security Amount").

H. Notwithstanding anything to the contrary in the Card Processing Agreement, including the Exposure Schedule, Carrier has requested and Provider has agreed to (i) release certain funds held as the Security Amount to Carrier prior to the time contractually required and (ii) have the Provider assume potential unknown risks that would otherwise be covered by such released Security Amount, subject to the terms and conditions set forth in this Settlement Agreement.

I. Carrier, on the one hand, and Provider, on the other, have therefore agreed to enter into this Settlement Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto covenant and agree to be bound as follows:

Section 1. Capitalized Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the MTOS, the Card Processing Agreement or the Exposure Schedule, as each may be amended, restated or otherwise modified from time to time, unless the context shall otherwise require.

Section 2. Agreements.

2.1 Assumption of Card Processing Agreement as Modified.

(i) Subject to entry of the Approval Order (defined below), the Card Processing Agreement will be assumed pursuant to 11 U.S.C. § 365, as modified by this Settlement Agreement. For the avoidance of doubt, (i) notwithstanding anything to the contrary in the Card Processing Agreement, including the Exposure Schedule, Carrier has no further rights to submit to Provider new sale transactions or refund transactions for processing under the Card Processing Agreement; and (ii) if any provision, obligation, or requirement contained in the 2025 Omnibus Amendment, including the Exposure Schedule attached as Exhibit A thereto, is inconsistent with any provision in this Settlement Agreement, including with respect to any adjustment or calculation methodologies related to the Security Amount, then this Settlement Agreement shall control. The obligations of each of Carrier and Provider with respect to any Transactions processed under the Card Processing Agreement prior to the Effective Date, including the resolution of any amounts owing between the parties under the Card Processing Agreement with respect to such Transactions and Chargebacks related thereto, shall be handled as set forth in this Settlement Agreement.

(ii) Other than as expressly provided in this Settlement Agreement, Provider shall have no cure claim in connection with the assumption of the Card Processing Agreement.[1]

(iii) Subject to the modifications contained in this Settlement Agreement, until November 1, 2027 (the "Final Resolution Date"), Provider shall continue in accordance with the Card Processing Agreement to (A) process Chargebacks and disputes, (B) handle the resolution of claims made with respect to Transactions previously processed by Provider and (C) perform its other contractual obligations under the Card Processing Agreement (including the provision of reports).

(iv) Subject to the modifications contained in this Settlement Agreement, until the Final Resolution Date, Carrier shall continue in accordance with the Card Processing Agreement to (i) remain liable for amounts owing to Provider with respect to Chargebacks and other activity related to Transactions previously processed by Provider with any amounts payable solely from the Security Amount then held and (ii) to provide all assistance and information required of it under the terms of the Card

[1] For the avoidance of doubt, this Settlement Agreement resolves the claims asserted in Provider's proof of claim (Claim No. 10159) filed in the Chapter 11 Cases.

Processing Agreement to assist Provider in defending Chargebacks and other claims made with respect to Transactions previously processed by Provider; provided however that fees and other charges related to the Chargebacks shall be limited to those provided in this Settlement Agreement.

(v) Upon the Final Resolution Date, the Card Processing Agreement shall terminate automatically, without further action by any party, and all respective obligations of the Parties thereunder shall cease, notwithstanding any provision to the contrary therein. For the avoidance of doubt, the termination of the Card Processing Agreement pursuant to this paragraph shall not affect any remaining obligation of either Party at that time under this Settlement Agreement.

2.2 Acknowledgements and Agreements Regarding Activities Prior to Effective Date.

(i) Carrier acknowledges and agrees that (A) Provider has provided adequate support and reporting for the amounts held from time to time as the Security Amount and (B) the Identified Security Amount is the amount held by Provider as the Security Amount as of the Identified Calculation Date.

(ii) Carrier acknowledges that (A) under the terms of the Card Processing Agreement, Provider is entitled to payment (or reimbursement) for certain fees for services rendered, including chargeback fees, processing fees, pre-arbitration fees and arbitration fees (all such fees, the "Fees"), (B) that between the Cessation Date and the Identified Calculation Date Provider accrued such Fees and did not deduct the Fees from the Security Amount or otherwise collect such Fees from Carrier, (C) Provider has provided adequate support for the amount of such accrued Fees and (D) the aggregate amount of accrued and unpaid Fees between the Cessation date and the Identified Calculation Date amount to $1,555,120.00 (the "Initial Accrued Fees").

(iii) Carrier and Provider agree that between the Identified Calculation Date and the Effective Date Provider shall (A) continue to process Chargebacks and other activity in the ordinary course of business in accordance with the terms of the Card Processing Agreement and deduct any amounts owing to the Card Networks (for ultimate payment to a customer) on previously processed Transactions from the amounts then held as the Security Amount and accrue interest on the Security Amount then held at the rate set forth in the Card Processing Agreement (all such deductions and additions, the "Interim Activity") and (B) continue to accrue Fees with respect to such activity (such additional accrued Fees, the "Subsequent Accrued Fees" and together with the Initial Accrued Fees, the "Accrued Fees").

2.3 Actions to be Taken on and after the Effective Date.

(i) Carrier and Provider agree that after the Effective Date Provider shall continue to process Chargebacks and other activity in the ordinary course of business in accordance with the terms of the Card Processing Agreement and deduct any amounts owing to the Card Networks (either for ultimate payment to a customer or for fees, fines and other amounts owing to the Card Networks under the applicable rules) on previously processed Transactions , from the amounts then held as the Security Amount and accrue interest on the Security Amount (until the Third Distribution Date, which is defined below) then held at the rate set forth in the Card Processing Agreement. For the avoidance of doubt, Provider will not charge the per-charge fee of $25.00 allowed under the contract (the "Chargeback Fees") for Chargebacks submitted after the Effective Date.

(ii) On the Effective Date (or promptly thereafter), Provider shall deduct from the Security Amount then held (which for the avoidance of doubt is the Identified Security Amount less the Interim Activity) (the "Effective Date Security Amount") the following sums (collectively, the "Effective Date Fee Amounts"):

(A) The Accrued Fees; and

(B) a non-refundable management fee of $1,800,000 (the "Management Fee") which shall compensate Provider for (I) the modification of its obligations under the Card Processing Agreement as set forth in this Settlement Agreement, including assuming risks associated with the early release of funds from the Security Amount as described herein, and the waiver of any associated claims, (II) continued Chargeback processing activities; (III) general administration and monitoring; and (IV) representment work.

(iii) Provider agrees to release to the Carrier from the Security Amount then held the following amounts on the following schedule:

(A) Within five (5) Business Days after the Effective Date, Provider shall release to Carrier a sum equal to 50% of the Effective Date Security Amount remaining after the prior deduction of the Effective Date Fee Amounts therefrom (the "First Distribution Amount");

(B) Within thirty (30) days after the Effective Date, Provider shall release to Carrier a sum equal to 50% of the First Distribution Amount (resulting in a total release of 75% of the amount of the Effective Date Security Amount less the Effective Date Fee Amounts);

(C) Within 60 days after the Effective Date (the "Third Distribution Date"), Provider shall release to Carrier all then remaining amounts held as the Security Amount, less (i) all reasonable costs and expenses of outside counsel to

Provider incurred in connection with this Agreement up to $50,000 as the same is documented to Carrier by delivery of counsel's invoices and (ii) $3,500,000 retained in cash as the residual reserve (the "Residual Reserve"); provided that, notwithstanding anything to the contrary in the Card Processing Agreement, including the Exposure Schedule, or the Control Agreement (as defined below), Provider shall have no obligation to pay or credit to Carrier interest earned on the Residual Reserve; and

(D) On November, 1, 2027, Provider shall release to Carrier the remaining amounts of the Residual Reserve then held, if any.

(E) For the avoidance of doubt, the foregoing payments shall be made to (I) Carrier via federal wire transfer in U.S. dollars into the applicable Settlement Account or (II) to the extent any chapter 11 plan of reorganization confirmed by the Bankruptcy Court in the Chapter 11 Cases or a conversion of the Case to Chapter 7 vests Carrier's right in such funds in any other entity, including a reorganized debtor, a liquidating trust or Chapter 7 Trustee, to an account established and in accordance with instructions provided by the applicable authorized representative of such entity.

(iv) Carrier and Provider agree that between the Effective Date and the Third Distribution Date, Provider shall deduct from the Security Amount then held all amounts related to Chargebacks, fines and other amounts that would otherwise be due under the terms of the Card Processing Agreement to Provider for providing the services rendered related to any Transactions (but excluding Chargeback Fees). For the avoidance of doubt, such amounts shall be deducted prior to the calculation of the Residual Reserve.

(v) After the Third Distribution Date, Provider shall deduct from the Residual Reserve then held all amounts related to Chargebacks, fines and other amounts that would otherwise be due under the terms of the Card Processing Agreement to Provider for providing the services rendered related to any Transactions (but excluding Chargeback Fees). For the avoidance of doubt, if the Residual Reserve is insufficient to compensate Provider for all such amounts due, Provider shall bear any such loss and shall have no claim against Carrier.

2.4 Termination and Release of Control Agreement. Upon the release to Carrier on November 1, 2027 of the Residual Reserve then held (if any), the Securities Account Control Agreement, dated July 2, 2024, by and among Carrier and U.S. Bank (as the same has been amended, restated or otherwise modified from time to time, the "Control Agreement"), and the security interest of the Secured Party in the Account (each as defined in the Control Agreement) and all financial assets, security entitlements, and other property credited thereto perfected by control under the Control Agreement, shall terminate automatically and be released, without further action by any party and the account shall be closed with no further action required of Carrier. For the avoidance of doubt, Provider shall retain its perfected security interest in the Security Amount then

held to secure all of its rights under this Settlement Agreement (whether or not deposited into the accounts governed by the Control Agreement).

2.5 Reporting. Provider shall provide Carrier with a report on the first Thursday of each month, in a form acceptable to Carrier, detailing all account activity with respect to the Residual Reserve in the prior calendar month and including the balance of the Residual Reserve at the end of such calendar month.

Section 3. Carrier Reporting and Information Sharing Obligations.

3.1 Except as expressly modified under this Settlement Agreement, Carrier's obligations under the Card Processing Agreement relating to reporting and information sharing, including, but not limited to, flight data reporting shall remain in full force and effect and will terminate on the Final Resolution Date. For the avoidance of doubt, Carrier shall continue to provide and Provider shall have access to, at minimum through the first quarter of 2027, (i) Carrier's PSS Provider (including Navitaire) and such provider's personnel to ensure Provider's access to such flight data and passenger information; and (ii) detailed reporting on vouchers so long as Carrier continues to have personnel and resources to do so.

3.2 If Carrier fails to fulfill its reporting and information sharing obligations and provide access to data provided by its PSS Provider as described in the second paragraph of Section 7 of Exposure Protection Schedule attached as Exhibit A to the 2025 Omnibus Amendment to the Card Processing Agreement, Provider shall provide Carrier with a notice specifying which obligations are not satisfied ("Information Deficiency Notice"). If Carrier fails to cure any deficiencies in its reporting and information sharing obligations within ten (10) days of receipt of the Information Deficiency Notice, then Carrier will grant Provider and U.S. Bank the right to an administrative expense claim pursuant to section 503(b) of the Bankruptcy Code for liquidated damages equal to $50,000, that may not be paid until after exhausting the amounts held as the Residual Reserve.

Section 4. Mutual Release. On the Effective Date, Carrier and its estate, on the one hand, and Provider, on the other hand, on behalf of themselves and each of their respective affiliates, parents, subsidiaries, predecessors, successors (including any chapter 11 or chapter 7 trustee), and assigns (including any liquidating trust), and all of their respective past, present and future shareholders, partners, members, board of directors and/or supervisors, managers, officers, employees, agents, representatives, attorneys, and advisors (collectively and solely in their capacities as such, their "Related Parties") (each Debtor, Provider, and U.S. Bank, together with its Related parties, a "Releasing Party"), hereby irrevocably and unconditionally releases, remises, and forever discharges, to the fullest extent permitted by law, each other and each of their respective Related Parties (each, a "Released Party") from any and all suits, legal or administrative proceedings, claims (as such term is defined in section 101(5) of title 11 of the United States Code), demands, damages, losses, costs, indemnities, subrogations, judgments, obligations, liens, liabilities, interest or causes of action whatsoever, whether known or

unknown, matured or unmatured, fixed or contingent, joint and/or several, secured or unsecured, due or not due, liquidated or unliquidated, asserted or unasserted, or foreseen or unforeseen, disputed or undisputed, accrued or not accrued, whether individual, class, direct, or derivative in nature (collectively, "Losses") that such Releasing Party now has, has had, or may have, or hereafter claims to have or to have had, arising out of, based upon, or relating to any facts, circumstances, acts, omissions, events, or conditions existing or occurring on or prior to the Effective Date and relating to the Card Processing Agreement, the Control Agreement, and/or the transactions contemplated thereby, respectively, and further waives any legal or equitable right to that which has been released and discharged hereby; *provided*, *however*, that nothing in this Section 4 shall release, waive, impair, or otherwise affect any obligation, covenant, agreement, or liability required to be performed, observed, or satisfied on or after the Effective Date (i) under this Settlement Agreement, or (ii) for any Losses relating to any act or omission that constitutes actual fraud, gross negligence, or willful misconduct (as finally determined by a court of competent jurisdiction).

Section 5. Purchase Card Agreement Stipulations. The Debtors hereby acknowledge and agree that (i) Carrier and U.S. Bank National Association are parties to a United States Commercial Account Agreement, dated November 3, 2021 (as the same has been amended, restated or otherwise modified from time to time, the "Purchase Card Agreement") and (ii) at all times during the ninety (90) days before and including the Petition Date (the "Transfer Period"), including on the date of each transfer during the Transfer Period from Carrier to U.S. Bank in connection with the Purchase Card Agreement, U.S. Bank's claims against Carrier in connection with the Purchase Card Agreement were fully secured by valid, perfected, enforceable, and unavoidable liens on and security interest in the Collateral, as defined in that certain Pledge Agreement, dated August 30, 2024, by and between Carrier and U.S. Bank. The Debtors further acknowledge and agree that each transfer during the Transfer Period from Carrier to U.S. Bank in connection with the Purchase Card Agreement was made in the ordinary course of business and financial affairs of the Debtors and U.S. Bank, consistent with their prior dealings, including as authorized under paragraph 16 of the Final Cash Management Order.[2] The acknowledgments and agreements in this Section 5 (i) bind the Debtors, their estates, and every successor to or representative of such estates, including any chapter 11 or chapter 7 trustee and (ii) are a material inducement for Provider to agree to enter into this Settlement Agreement.

1. **Section 6. Effective Date**. The Settlement Agreement will become effective upon the first date on which all of the following conditions have been met (the "Effective Date"): (i) the execution of this Settlement Agreement by each of the Parties; (ii) entry of an order of the Bankruptcy Court approving the Settlement Agreement (the "Approval Order"), and (iii) the Approval Order becomes final and non-appealable. If the Effective Date does not occur on or before December 31, 2026, either Party may at any time thereafter terminate this Settlement

[2] "Final Cash Management Order" means the *Final Order (I) Authorizing (A) the Debtors to Maintain Their Existing Cash Management System, Bank Accounts, and Business Forms, (B) the Debtors to Open and Close Bank Accounts, and (C) Financial Institutions to Administer the Bank Accounts and Honor and Process Related Checks and Transfers, (II) Waiving Deposit and Investment Requirements, and (III) Allowing Intercompany Transactions and Affording Administrative Expense Priority to Post-Petition Intercompany Claims* [Docket No. 579].

Agreement by delivery of a written termination notice to the other, following which the Parties are released from this Settlement Agreement.

Section 7. **The Approval Order**. The Debtors shall file with the Bankruptcy Court a motion seeking entry of an order (the "Approval Order") (i) approving the assumption of the Card Processing Agreement as modified by this Settlement Agreement pursuant to section 365(a) of the Bankruptcy Code and (ii) approving this Settlement Agreement as fair and in the best interests of creditors consistent with the applicable precedent and Rule 9019 of the Federal Rules of Bankruptcy Procedure. The Parties expressly acknowledge that this Settlement Agreement is subject to entry of the Approval Order. Both the motion and the Approval Order must be in form and substance fully acceptable to Provider.

Section 8. **Merger and Integration, Superseding Effect**. Except as expressly modified under this Settlement Agreement, all of the terms and conditions of the Card Processing Agreement remain in full force and effect including, for the avoidance of doubt, (i) Carrier's obligations under the Card Processing Agreement relating to reporting and information sharing, including, but not limited to, flight data reporting. This Settlement Agreement, from and after the date hereof, embodies the entire agreement and understanding between the parties hereto, and supersedes and has merged into it all prior oral and written agreements, on the same subjects by and between the parties hereto with the effect that this Settlement Agreement shall control with respect to the specific subjects hereof and thereof. All references contained in the Card Processing Agreement to "Agreement" shall mean the Card Processing Agreement as supplemented and amended hereby.

Section 9. **Governing Law**. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York.

Section 10. **Retention of Jurisdiction**. The Parties hereby consent to the Bankruptcy Court's entry of the Approval Order and further consent and agree to the Bankruptcy Court's exclusive retention of jurisdiction to resolve any claims or disputes arising out of or related to the interpretation, implementation, or enforcement of this Settlement Agreement.

Section 11. **Counterparts**. This Settlement Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which counterparts of this Settlement Agreement when taken together, shall constitute one and the same instrument.

[Remainder of page intentionally left blank.]

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IN WITNESS WHEREOF, the parties hereto have caused this Settlement Agreement to be executed as of the date and year written below.

SPIRIT AIRLINES, LLC

By: Signed by: 085239C0EAC84C6...

Name: Pedro Motta

Title: CFO

Date: 10/30/2026 | 5:10:55 AM PDT

U.S. BANK NATIONAL ASSOCIATION

By: Signed by: Brett Turner 7712C3C81D4E49C...

Name: Brett Turner

Title: SVP

Date: 10/29/2026 | 11:08:57 AM PDT

U.S. BANK NATIONAL ASSOCIATION,
acting through its Canadian branch

By: Signed by: Brett Turner
7712C3C81D4E49C...

Name: Brett Turner

Title: SVP

Date: 10/29/2026 | 11:08:57 AM PDT

ELAVON CANADA COMPANY

By: Signed by: Brett Turner
7712C3C81D4E49C...

Name: Brett Turner

Title: SVP

Date: 10/29/2026 | 11:08:57 AM PDT

U.S. BANK EUROPE DAC

By: Signed by: Hemlata Narasimhan
D0DD2527B4D24BB...

Name: Hemlata Narasimhan

Title: European President

Date: 10/29/2026 | 2:44:46 PM EDT