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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 FILING OF (A) FURTHER REVISED PROPOSED SALE ORDER AND (B) FURTHER REVISED SALE AGREEMENT IN CONNECTION WITH THE PROPOSED SALE OF THE DEIDENTIFIED DATA

PLEASE TAKE 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 transfers of the Debtors' (as defined below) assets free and clear of all liens, claims, encumbrances, and other interests.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Bidding Procedures 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, on August 14, 2026, the Debtors filed the *Notice of Auction Results and Scheduled Hearing for the Deidentified Data* [ECF No. 1463] (the

[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 sale agreement attached as Exhibit A to the Notice of Auction Results, as applicable.

"**Notice of Auction Results**") designating Google, LLC as the Successful Bidder and Mercor.io Corporation as the Alternate Bidder. Attached to the Notice of Auction Results were (i) a sale agreement by and between Spirit Airlines, LLC and the Successful Bidder (the "**Original Sale Agreement**") as Exhibit 1 and (ii) an alternate sale agreement by and between Spirit Airlines, LLC and the Alternate Bidder (the "**Alternate Sale Agreement**") as Exhibit 2.

PLEASE TAKE FURTHER NOTICE that, on August 17, 2026, the Debtors filed the *Notice of 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 Obligations Under the Sale Agreement and (III) Granting Related Relief* [ECF No. 1469], with the proposed order annexed thereto as Exhibit A (the "**Proposed Sale Order**").

PLEASE TAKE FURTHER NOTICE that, on November 9, 2026, the Debtors filed the *Notice of Filing of (A) Revised Proposed Sale Order, (B) Revised Sale Agreement and (C) Ancillary Agreements in Connection with the Proposed Sale of the Deidentified Data* [ECF No. 1802], with a revised Proposed Sale Order (the **"Revised Proposed Sale Order**") attached thereto as Exhibit A and a revised Sale Agreement (the "**Revised Sale Agreement**") attached thereto as Exhibit B.

PLEASE TAKE FURTHER NOTICE that the deadline for parties to object or file responses with respect to the sale of the Deidentified Data to the Successful Bidder was **August 17, 2026, at 4:00 p.m.**

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file a further revised Proposed Sale Order as **Exhibit A** (the "**Further Revised Proposed Sale Order**").

PLEASE TAKE FURTHER NOTICE that a comparison between the Further Revised Proposed Sale Order and the Proposed Sale Order is attached hereto as **Exhibit A-1**.

PLEASE TAKE FURTHER NOTICE that a changed-pages comparison between the Further Revised Proposed Sale Order and the Revised Proposed Sale Order is attached hereto as **Exhibit A-2**.

PLEASE TAKE FURTHER NOTICE that the Debtors hereby file a further revised Sale Agreement as **Exhibit B** (the "**Further Revised Sale Agreement**").

PLEASE TAKE FURTHER NOTICE that a comparison between the Further Revised Sale Agreement and the Original Sale Agreement is attached hereto as **Exhibit B-1**.

PLEASE TAKE FURTHER NOTICE that a changed-pages comparison between the Further Revised Sale Agreement and the Revised Sale Agreement is attached hereto as **Exhibit B-2**.

PLEASE TAKE FURTHER NOTICE that the Debtors will seek entry of the Further Revised Proposed Sale Order at the hearing on the Motion scheduled for **November 17, 2026, at 11:00 a.m.** (the "**Hearing**") before the Honorable Sean H. Lane, United States Bankruptcy Judge, United States Bankruptcy Court for the Southern District of New York, at the United States

Bankruptcy Court for the Southern District of New York, 300 Quarropas Street, White Plains, New York 10601 (the "**Bankruptcy Court**"), or at such other time as the Bankruptcy Court may determine.

PLEASE TAKE FURTHER NOTICE that copies of the Bidding Procedures Order, the Proposed Sale Order, the Revised Proposed Sale Order, the Original Sale Agreement, the Revised Sale Agreement and any other document filed publicly in the above-captioned proceedings are available free of charge at https://dm.epiq11.com/SpiritAirlines.

Dated: November 17, 2026
New York, New York

DAVIS POLK & WARDWELL LLP

By: */s/ Darren S. Klein*

450 Lexington Avenue
New York, New York 10017
Tel.: (212) 450-4000
Marshall S. Huebner
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and Debtors in Possession

Exhibit A

Further Revised Proposed Sale 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

a. 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 the Seller (as defined in the Sale Agreement) in and to certain Assets

[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, the Sale Agreement, or the Data Treatment Procedures, as applicable.

(as defined in the Sale Agreement) as set forth in the Sale Agreement (as defined below) (such Assets, the "**Deidentified Data**") by the applicable Bid Deadline; and

b. the Debtors having conducted an Auction on August 14, 2026, in accordance with the Bidding Procedures Order and the Bidding Procedures; and

c. 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 between the Seller and the Successful Bidder (the "**Original 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

d. 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 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

e. the Debtors and the Successful Bidder having complied in all respects with the Bidding Procedures and the Bidding Procedures Order; and

f. the Bidding Procedures, the sale of the Deidentified Data, and the Auction having been duly noticed; and

g. the Auction having been substantively and procedurally fair to all parties, and conducted in a diligent, non-collusive, fair and good-faith manner; and

h. the Debtors having filed an amended form of the Original Sale Agreement reflecting provisions more beneficial to the estates following discussions among the Debtors, the Successful Bidder and other parties in interest on November [[•]], 2026 [ECF [No. [•]] (the "**Sale Agreement**") following the filing of the Notice of Auction Results;

i. the Court having found that the Sale Agreement, the Successful Bid and Alternate Bid were duly noticed; and

j. the Court having found that the Sale Agreement 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

k. the Court having held a hearing, to consider the relief requested in the Motion (the "**Hearing**"); and

l. upon the *Declaration of Brent Herlihy in Support of the Motion* (the "**Herlihy Declaration**"), the *Declaration of Dylan Friesner in Support of the 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* [ECF No. 1470] (the "**Friesner Declaration**"), the *Consumer Privacy Ombudsman Report to the Court* [ECF No. 1581] (the "**CPO Report**"), *Google LLC's Preliminary Response to Consumer Privacy Ombudsman's Report in Support of the Proposed Sale of the Deidentified Data* [ECF No. 1594] (the "**Google Preliminary Response**"), the *Consumer Privacy Ombudsman Supplemental Report to the Court on the Deidentified Data* [ECF No. 1684]

(the "**CPO Supplemental Report**"), the *Declaration of Andrew Colombi* [ECF No 1814] (the "**Colombi Declaration**"), the *Declaration of Sapana Patel in Support of the Sale of Deidentified Data* [ECF No 1813] (the "**Patel Declaration**"), the *Debtors' Omnibus Reply in Support of Proposed Sale of Deidentified Data* [ECF No 1816] (the "**Debtors' Reply**") and *Google LLC's Omnibus Response in Support of the Proposed Sale of the Deidentified Data* [ECF No 1815] (the "**Google Response**") and the evidence proffered at the Hearing; and

m. 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 reviewed and considered the Motion, the Herlihy Declaration, the Friesner Declaration, the Colombi Declaration, the Patel Declaration, the CPO Report, the Debtors' Reply, the Google Preliminary Response, the Google Response and the record of the Auction; and

n. 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

o. 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

p. the Court having determined that the legal and factual bases set forth in the Motion, the Herlihy Declaration, the Friesner Declaration, the Colombi Declaration, the Patel

Declaration, the CPO Report, the CPO Supplemental Report, the Debtors' Reply, the Google Preliminary Response, the Google Response and at the Hearing, establish just cause for the relief granted herein; and

q. 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

r. the Court having found that the Debtors and the Successful Bidder have engaged in substantial, good faith efforts to resolve all pending objections and informal comments received prior to the Hearing; and

s. 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

t. the Court having found that none of the Debtors, the Successful Bidder, or the Alternate Bidder has engaged in any conduct that would cause or permit the transaction to be avoided under section 363(n) of the Bankruptcy Code; and

u. 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, the intellectual property rights of any Specified Third Party, Excluded Third-Party Data or information that is confidential pursuant to a Collective Bargaining Agreement; and

v. the Court having found that the procedures for the deidentification, transformation and preparation of the In-Scope Data (as defined in the Sale Agreement) attached to the

Statement of Work which is annexed to the Master Service Agreement, attached to this Order as Schedule 1 (such procedures, the "**Data Treatment Procedures**") setting forth the respective obligations of Tonic AI, Inc. (the "**Deidentification Agent**") and the Debtors thereunder, comply with applicable data protection laws governing the transactions contemplated by the Sale Agreement and this Order and constitute a reasonable and lawful method for the deidentification, transformation, preparation, Exclusion (as defined in the Sale Agreement), and transfer of the In-Scope Data; and

w. the Court having found that the Successful Bidder has publicly committed, pursuant to Section 1(c) of the Sale Agreement, (i) to maintain and use the Deidentified Data in deidentified form not associated with any natural person, household, consumer or employee of Seller, and (ii) that it will not intentionally or knowingly reidentify or attempt to reidentify the Deidentified Data with any natural person or household; and

x. the Court having found that the relief requested in the Motion and entry into the Data Treatment Procedures, 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

y. 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 reservations 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.

4. The Data Treatment Procedures comply with applicable data privacy and data protection laws governing the transaction contemplated by the Sale Agreement and this Order and constitute a reasonable and lawful method for the deidentification, transformation, preparation, Exclusion (as defined in the Sale Agreement), and transfer of the In-Scope Data.

5. The Seller, the Successful Bidder and the Deidentification Agent are authorized to enter into, consummate, and perform under, the Data Treatment Procedures and any other ancillary agreements or other documents consistent with the Data Treatment Procedures.

6. The Data Treatment Procedures (including, for the avoidance of doubt, all exhibits, schedules and ancillary documents thereto) are an integral part of this Order and the Sale Agreement, are incorporated by reference into both this Order and the Sale Agreement, and are hereby approved in their entirety as set forth in this Order. In the event of a conflict or inconsistency between the terms of the Data Treatment Procedures on one hand, and the other terms of the Sale Agreement on the other hand, the terms of the Data Treatment Procedures shall control. The Data Treatment Procedures shall not be amended, modified, supplemented or waived in a manner that would conflict with this Order or the Sale Agreement or adversely impact the

rights of the Specified Third Parties or Union Parties without further order of this Court; *provided* that the foregoing shall not prohibit the Debtors, the Deidentification Agent and the Successful Bidder from agreeing (in accordance with the Data Treatment Procedures) to expand, modify or enhance the services provided by the Deidentification Agent as necessary to further implement the provisions of this Order.

7. Notwithstanding anything to the contrary in this Order, the Motion, the Bidding Procedures, the Sale Agreement, or any exhibit, schedule, or ancillary document related thereto, the In-Scope Data shall be deidentified, transformed and prepared by the Deidentification Agent pursuant to the Data Treatment Procedures prior to the delivery of the Deidentified Data to the Successful Bidder, which delivery shall occur in accordance with, and subject to the conditions set forth in, the Data Treatment Procedures. Following the delivery of the Deidentified Data to the Successful Bidder, the Deidentification Agent shall destroy any such data, or any derivatives thereof, in its possession subject to and in accordance with the terms of the Data Treatment Procedures. Notwithstanding anything to the contrary in the Sale Agreement, the Deidentification Agent shall be the only "Deidentification Agent" engaged by the Debtors or the Successful Bidder in connection with the Sale Agreement.

8. The Successful Bidder shall (i) treat the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent as confidential and (ii) maintain such data repositories of Services Output Data in a secure environment; in each case of (i) and (ii), consistent with how the Successful Bidder treats and maintains its own confidential information of like nature. In accordance with the Sale Agreement and the public commitment embodied in Section 1(c) thereof, the Successful Bidder shall not intentionally or knowingly reidentify or attempt to reidentify any Deidentified Data (including, for the avoidance of doubt, to profile

consumers or employees of the Debtors), and shall (consistent with the Sale Agreement) contractually obligate any transferees of the Deidentified Data to comply with the terms of the Sale Agreement and this Order. Such transferees of the Deidentified Data shall, with respect to any Deidentified Data transferred to them, be subject to this Order to the same extent as the Successful Bidder, and the terms of this Order and the Sale Agreement shall bind any subsequent or further transferees of such transferees with respect to any subsequently or further transferred Deidentified Data.

9. At the conclusion of Phase 4 under the Deidentification Agent's Statement of Work, in addition to the quality-assurance measurements under Item 10 of Exhibit D thereto, the Deidentification Agent will produce a quantitative statistical assessment concerning the probability of reidentification of consumers or employees of the Debtors under ISO/IEC 27559, taking into account as the data release context the Successful Bidder's commitments under paragraph 8 of this Order and Section 1(c) of the Sale Agreement, as part of the basis for the Deidentification Agent's opinion as to whether the Deidentified Data cannot reasonably be used to infer information about, or otherwise be linked to, either a particular consumer or a particular employee of the Debtors (the "**QA Assessment**"). The attack modelling and quantified identifiability in the QA Assessment under clauses 7.3 and 8.2.2 of ISO/IEC 27559:2022 constitute the adversarial component of the QA Assessment and the adversarial review under the Statement of Work; the Deidentification Agent shall not be required to undertake a separate reidentification exercise. No later than 15 days after the completion of the QA Assessment, the Debtors shall, in consultation with the Union Parties, the Deidentification Agent and the Successful Bidder (but not subject to the consent of any such party), designate an independent third party not affiliated with the Successful Bidder or any Union Party (the "**Verification Agent**") pursuant to Section 9 of the

Master Service Agreement (for whose acts and omissions the Deidentification Agent shall have no responsibility) to verify, based on reasonable samples of the Deidentification Agent's proposed form of Deidentified Data made available under the confidentiality and security requirements of the Data Treatment Procedures, that the QA Assessment was performed in accordance with its stated methodology and that its results are accurately reported. The Verification Agent shall complete its review of the QA Assessment within 15 days of the Verification Agent's designation by the Debtors (if designated after the Deidentification Agent completes its initial QA Assessment), or otherwise within 15 days of the Deidentification Agent's completion of the initial QA Assessment or any subsequent QA Assessment following a remediation of the Deidentified Data. The Deidentification Agent shall not deliver its certification under Section 3(c) of the Sale Agreement until the Verification Agent has completed its review. If the Verification Agent identifies a failure to perform the Data Treatment Procedures or a measured result that does not meet the thresholds fixed under the Data Treatment Procedures,[3] the Deidentification Agent shall remediate the affected Deidentified Data in accordance with the Data Treatment Procedures and shall produce a revised QA Assessment, for the Verification Agent's review, following the conclusion of such remediation efforts; any other disagreement between the Verification Agent and the Deidentification Agent concerning the Verification Agent's review of the QA Assessment (an "**Agent Dispute**," which shall not extend to the selection of the methodology, assumptions or thresholds) shall be resolved by this Court on motion of the Debtors, the Verification Agent, the

[3] The thresholds fixed under the Data Treatment Procedures comprise (i) the quality-assurance thresholds fixed under Item 10 of Exhibit D of the Statement of Work and (ii) for identifiable groups formed by indirect identifiers, an average identifiability of 0.1, the Table B.2 benchmark for a non-public release under ISO/IEC 27559:2022, with identifiability determined under clause 8.2.2 in accordance with the Deidentification Agent's stated methodology, taking into account as the data release context the Successful Bidder's commitments under paragraph 8 of this Order and Section 1(c) of the Sale Agreement. The Deidentification Agent shall not be required to adopt a Table B.1 threshold under ISO/IEC 27559:2022. Notwithstanding anything to the contrary in this Order, the Deidentification Agent may establish more stringent thresholds in its independent judgment.

Deidentification Agent or the Successful Bidder; *provided that* all objections and reservations of rights with respect to the sale of the Deidentified Data, the Sale Agreement, the Data Treatment Procedures, and the entry of this Order remain overruled and denied on the merits with prejudice as set forth in paragraph 2 of this Order and no Agent Dispute shall be the occasion for any challenge to the foregoing. The Verification Agent's report shall be delivered to the Debtors with, and shall accompany, the Deidentification Agent's certification delivered under Section 3(c) of the Sale Agreement, as the statement of the Verification Agent. The Verification Agent's review shall not replicate or replace the Data Treatment Procedures, rerun the QA Assessment, apply a reidentification testing methodology that deviates from the methodology used to produce the QA Assessment, or involve access to Services Raw Data, and shall not alter the assumptions, thresholds or criteria fixed under the Data Treatment Procedures. The Verification Agent's review shall be limited to verifying the accuracy of the contents and results of the QA Assessment, including whether the Deidentification Agent applied each step of the methodology stated in the QA Assessment. The QA Assessment, the Deidentification Agent's cooperation with the Verification Agent and any remediation (including any Agent Dispute) under this paragraph beyond Section 8 of the Statement of Work are additions to the services under the Statement of Work to be documented by change order, and the schedule under the Statement of Work shall be extended accordingly.

10. Notwithstanding anything herein to the contrary, except for an Agent Dispute, to the extent that any person received notice of the Motion, the Hearing, or the proposed transaction and did not timely object to the sale contemplated by the Sale Agreement or this Order or whose objection has been withdrawn, resolved, or overruled, and provided that the Verification Agent conducted its review of the QA Assessment in accordance with this Order, such person or entity

shall have no claim or remedy against the Verification Agent arising from or relating to the Verification Agent's review of the QA Assessment pursuant to this Order. Any claim against the Verification Agent arising from or relating to the Verification Agent's review of the QA Assessment shall be brought only in this Court.

11. Notwithstanding anything to the contrary in this Order, the Motion, the Bidding Procedures, the Sale Agreement, or any exhibit, schedule, or ancillary document related thereto, Excluded Employee Data (as defined in the Sale Agreement) and information that is confidential pursuant to a Collective Bargaining Agreement do not constitute part of the Deidentified Data and are not assets being sold, assigned, transferred, or conveyed to the Successful Bidder pursuant to this Order or the Sale Agreement. The Deidentification Agent shall remove Excluded Employee Data from the In-Scope Data, by implementing the Data Treatment Procedures, including by means of applying Union Search Terms agreed or determined under paragraphs 23 to 25 of this Order, prior to the delivery of the Deidentified Data to the Successful Bidder.

12. Union Party Notice to Successful Bidder. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, a Union Party becomes aware that Excluded Union Data was not removed from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent, then such Union Party may send a written notice to the Successful Bidder identifying with specificity such Excluded Union Data. The Successful Bidder shall, following receipt of such properly issued notice in accordance with this Order, promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Union Data (to the extent such Excluded Union Data is then within the Successful Bidder's possession or control) and (ii) delete such Excluded Union Data from the data repositories of Services Output Data delivered to the

Successful Bidder by the Deidentification Agent; *provided, however*, that nothing herein shall prevent a Union Party from seeking further relief from this Court to prevent public disclosure of Excluded Union Data identified in such notice following such Union Party's delivery of such notice to the Successful Bidder in accordance with this paragraph 12.

13. Successful Bidder Notice to Union Party. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, the Successful Bidder becomes aware that Excluded Union Data is included within the Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, then the Successful Bidder shall promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Union Data (to the extent such Excluded Union Data is then within the Successful Bidder's possession or control); (ii) notify the applicable Union Party upon becoming aware that the Successful Bidder is in possession or control of such Excluded Union Data; and (iii) delete such Excluded Union Data from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent.

14. Notwithstanding anything to the contrary in this Order, the Motion, the Bidding Procedures, the Sale Agreement or any exhibit, schedule, or ancillary document related thereto, (a) intellectual property rights of any Specified Third Party (as defined in the Sale Agreement) and (b) the Excluded Third-Party Data (as defined in the Sale Agreement) do not constitute part of the Deidentified Data and are not assets being sold, assigned, transferred, or conveyed to the Successful Bidder pursuant to this Order or the Sale Agreement. The Deidentification Agent shall undertake to remove Excluded Third-Party Data from the In-Scope Data, by implementing the Data Treatment Procedures, including by means of applying Third-Party Search Terms agreed or

determined under paragraphs 20 to 22 of this Order, prior to the delivery of the Deidentified Data to the Successful Bidder.

15. Specified Third Party Notice to Successful Bidder. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, a Specified Third Party becomes aware that Excluded Third-Party Data was inadvertently included within such Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, then such Specified Third Party may send a written notice to the Successful Bidder identifying with specificity such Excluded Third-Party Data. The Successful Bidder shall, following receipt of such properly issued notice in accordance with this Order, promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Third-Party Data (to the extent such Excluded Third-Party Data is then within the Successful Bidder's possession or control); and (ii) delete such Excluded Third-Party Data from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent; *provided, however*, that nothing herein shall prevent a Specified Third Party from seeking further relief from this Court to prevent public disclosure of Excluded Third-Party Data identified in such notice following such Specified Third Party's delivery of such notice to the Successful Bidder in accordance with this paragraph 15.

16. Successful Bidder Notice to Specified Third Party. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, the Successful Bidder becomes aware that Excluded Third-Party Data was not removed from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent, then the Successful Bidder shall promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Third-Party Data (to the extent such

Excluded Third-Party Data is then within the Successful Bidder's possession or control); (ii) notify the applicable Specified Third Party upon becoming aware that the Successful Bidder is in possession or control of such Excluded Third-Party Data; and (iii) delete such Excluded Third-Party Data from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent.

17. Nothing in this Order or the Sale Agreement shall be construed as a determination that Excluded Union Data or Excluded Third-Party Data is included within the Deidentified Data delivered to the Successful Bidder by the Deidentification Agent.

18. Any rights that any Union Party or Specified Third Party has under applicable law, following delivery of a notice to the Successful Bidder pursuant to paragraphs 12 or 15 of this Order (and delivery of a copy of such notice to the Debtors), to seek further relief from this Court, including on an emergency basis, in the event that a Union Party or Specified Third Party becomes aware that Excluded Union Data or Excluded Third-Party Data (as applicable) is included within such Deidentified Data delivered to the Successful Bidder by the Deidentification Agent or such Excluded Union Data or Excluded Third-Party Data is publicly disclosed by the Successful Bidder, are hereby fully preserved.

19. Notwithstanding anything herein to the contrary, to the extent that any person or entity who is not a Union Party or Specified Third Party received notice of the Motion, the Hearing, or the proposed transaction and did not timely object to the sale contemplated by the Sale Agreement or this Order or whose objection has been withdrawn, resolved, or overruled, and provided that the Deidentification Agent performed the Data Treatment Procedures in accordance with this Order and the Data Treatment Procedures, such person or entity shall have no claim or remedy against the Deidentification Agent arising from or relating to: (i) the Deidentification

Agent's performance of services pursuant to the Data Treatment Procedures, or this Order; or (ii) the certification delivered under Section 3(c) of the Sale Agreement. For the avoidance of doubt, compliance by the Deidentification Agent with the Data Treatment Procedures shall constitute satisfaction of the Deidentification Agent's obligations under this Order and notwithstanding anything to the contrary in the Master Service Agreement or the Statement of Work, the Deidentification Agent's performance of the Targeted Exclusion Protocol pursuant to the Debtors' directions and instructions in compliance with the Data Treatment Procedures shall constitute satisfaction of the Excluded Information Standard under the Master Service Agreement. The certification delivered under Section 3(c) of the Sale Agreement is a statement of procedures performed, results measured, and the Deidentification Agent's professional opinion as of its date, and may be relied upon only by the Debtors and the Successful Bidder, in each case as provided in their respective written agreements with the Deidentification Agent. Any claim (including claims for violation of any relevant state or federal law or regulation) by a Union Party or Specified Third Party against the Deidentification Agent or the Successful Bidder arising from or relating to the Data Treatment Procedures or the Deidentified Data shall be brought only in this Court.

20. No later than fifteen (15) days after entry of this Order, each Specified Third Party may propose to the Debtors and the Deidentification Agent full-text search terms, metadata parameters, filters, and other exclusion criteria (collectively, the "**Third-Party Search Terms**") intended to identify information that the Specified Third Party believes in good faith is Excluded Third-Party Data in order to enable the removal of such Excluded Third-Party Data from the In-Scope Data prior to delivery of the Deidentified Data to the Successful Bidder. With respect to each Third-Party Search Term, the Specified Third Party shall indicate the category or categories of such Excluded Third-Party Data that such Third-Party Search Term is intended to identify. Any

such Third-Party Search Terms shall be reasonably sufficient and narrowly tailored to identify Excluded Third-Party Data, in the context of all Third-Party Search Terms applicable to a particular Specified Third Party. The Debtors and each Specified Third Party shall work in good faith to agree upon such Third-Party Search Terms, and the Deidentification Agent shall advise the Debtors on their technical application. For the avoidance of doubt, to facilitate good faith negotiation of Third-Party Search Terms, the Deidentification Agent shall provide the Debtors with reporting of Third-Party Search Term results setting forth the number of documents containing each Third-Party Search Term and the percentage of documents in the In-Scope Data each Third-Party Search Term identifies. The Debtors shall promptly provide copies of such reports to the applicable Specified Third Party. Subject to paragraphs 21 and 22 of this Order, any information identified by the Deidentification Agent using such agreed Third-Party Search Terms shall be removed from the In-Scope Data by the Deidentification Agent pursuant to the Data Treatment Procedures and shall be considered Excluded Third-Party Data for all purposes of this Order and the Sale Agreement.

21. To the extent that the Third-Party Search Terms include information that is confidential pursuant to an Existing Third-Party Agreement, the Debtors and the Deidentification Agent shall not provide the Third-Party Search Terms to the Successful Bidder without the consent of the Specified Third Party to which such Third-Party Search Terms relate. The Debtors and the Deidentification Agent shall, at the request of the Successful Bidder, provide information (not including any information that is confidential pursuant to an Existing Third-Party Agreement without the consent of the Specified Third Party to which such Third-Party Search Terms relate) to the Successful Bidder that is reasonably necessary for the Successful Bidder to determine (i) the aggregate volume of the In-Scope Data that would be removed from the In-Scope Data pursuant

to application of the Third-Party Search Terms applicable to each specific Specified Third Party as well as those applicable to all Specified Third-Parties in the aggregate; and (ii) whether the removal of such data from the In-Scope Data would (x) reduce the aggregate volume of Deidentified Data to be delivered to the Successful Bidder by an amount that exceeds eight percent (8%) of the volume of the In-Scope Data that would otherwise be delivered to the Successful Bidder prior to the application of any Third-Party Search Terms or Union Search Terms (such event, a "**Material Degradation**") (and, for such purpose, the Third-Party Search Terms shall be applied together with the Union Search Terms in determining whether a Material Degradation has occurred) or (y) cause a failure of a closing condition under Sections 3(c) and 3(d) of the Sale Agreement or prevent the Deidentification Agent from delivering the Deidentified Data to the Successful Bidder in a format and manner consistent with Section 1(a)(ii) of the Sale Agreement.

22. The Debtors and each Specified Third Party, with the technical advice of the Deidentification Agent, shall work in good faith to reach a final agreement with respect to Third-Party Search Terms no later than sixty (60) days following the entry of this Order (the "**Third-Party Search Terms Deadline**"); *provided that*, after the Third-Party Search Terms Deadline, the Debtors, any Specified Third Party or the Successful Bidder may seek relief from this Court with respect to any Third-Party Search Terms that remain in dispute (any such matter, a "**Third-Party Search Term Dispute**"). The only issues before the Court in connection with any Third-Party Search Term Dispute shall be whether (i) the disputed Third-Party Search Terms are reasonably sufficient and narrowly tailored to identify Excluded Third-Party Data, in the context of all Third-Party Search Terms applicable to a particular Specified Third Party and (ii) such information constitutes information that is Excluded Third-Party Data. The Debtors and the Deidentification Agent shall have no obligation to apply any disputed Third-Party Search Term unless the Court

finds that such Third-Party Search Term is reasonably sufficient and narrowly tailored to identify Excluded Third-Party Data, in the context of all Third-Party Search Terms applicable to a particular Specified Third Party. The determination of the Court shall be final and binding on the Debtors, the Successful Bidder, the Deidentification Agent and the applicable Specified Third Party. Each Specified Third Party that does not timely propose Third-Party Search Terms in accordance with paragraph 20 of this Order shall be forever barred from proposing Third-Party Search Terms or objecting to or otherwise disputing the adequacy of the Third-Party Search Terms.

23. No later than fifteen (15) days after entry of this Order, each Union Party may propose to the Debtors and the Deidentification Agent full-text search terms, metadata parameters, filters, and other exclusion criteria (collectively, the "**Union Search Terms**") intended to identify information that the Union Party believes in good faith is confidential pursuant to a Collective Bargaining Agreement in order to enable the removal of such information from the In-Scope Data prior to delivery of the Deidentified Data to the Successful Bidder. With respect to each Union Search Term, the Union Party shall indicate the category or categories of such information that such Union Search Term is intended to identify. Any such Union Search Terms shall be reasonably sufficient and narrowly tailored to identify Excluded Union Data, in the context of all Union Search Terms applicable to a particular Union Party. The Debtors and each Union Party shall work in good faith to agree upon such Union Search Terms, and the Deidentification Agent shall advise the Debtors on their technical application. For the avoidance of doubt, to facilitate good faith negotiation of Union Search Terms, the Deidentification Agent shall provide the Debtors with reporting of Union Search Term results setting forth the number of documents containing each Union Search Term and the percentage of documents in the In-Scope Data each Union Search Term identifies. The Debtors shall promptly provide copies of such reports to the applicable Union

Party. Subject to paragraphs 24 and 25 of this Order, any information identified by the Deidentification Agent using such agreed Union Search Terms shall be removed from the In-Scope Data by the Deidentification Agent pursuant to the Data Treatment Procedures and shall be considered Excluded Employee Data for all purposes of this Order and the Sale Agreement.

24. To the extent that the Union Search Terms include information that is confidential pursuant to a Collective Bargaining Agreement, the Debtors and the Deidentification Agent shall not provide the Union Search Terms to the Successful Bidder without the consent of the Union Party to which such Union Search Terms relate. The Debtors and the Deidentification Agent shall, at the request of the Successful Bidder, provide information (not including any information that is confidential pursuant to a Collective Bargaining Agreement without the consent of the Union Party to which such Union Search Terms relate) to the Successful Bidder that is reasonably necessary for the Successful Bidder to determine (i) the aggregate volume of the In-Scope Data that would be removed from the In-Scope Data pursuant to application of the Union Search Terms applicable to each specific Union Party as well as those applicable to all Union Parties in the aggregate; and (ii) whether the removal of such data from the In-Scope Data would (x) result in a Material Degradation (and, for such purpose, the Union Search Terms shall be applied together with the Third-Party Search Terms in determining whether a Material Degradation has occurred) or (y) cause a failure of a closing condition under Sections 3(c) and 3(d) of the Sale Agreement or prevent the Deidentification Agent from delivering the Deidentified Data to the Successful Bidder in a format and manner consistent with Section 1(a)(ii) of the Sale Agreement.

25. The Debtors and each Union Party, with the technical advice of the Deidentification Agent, shall work in good faith to reach a final agreement with respect to Union Search Terms no later than sixty (60) days following the entry of this Order (the "**Union Search Terms Deadline**");

provided that, after the Union Search Terms Deadline, the Debtors, any Union Party or the Successful Bidder may seek relief from this Court with respect to any Union Search Terms that remain in dispute (any such matter, a "**Union Search Term Dispute**"). The only issues before the Court in connection with any Union Search Term Dispute shall be whether (i) the disputed Union Search Terms are reasonably sufficient and narrowly tailored to identify Excluded Union Data, in the context of all Union Search Terms applicable to a particular Union Party and (ii) such information constitutes information that is confidential pursuant to such Collective Bargaining Agreement. The Debtors and the Deidentification Agent shall have no obligation to apply any disputed Union Search Term unless the Court finds that such Union Search Term is reasonably sufficient and narrowly tailored to identify Excluded Union Data, in the context of all Union Search Terms applicable to a particular Union Party. The determination of the Court shall be final and binding on the Debtors, the Successful Bidder, the Deidentification Agent and the applicable Union Party. Except for Third-Party Search Term Disputes and Union Search Term Disputes (collectively, "**Search Term Disputes**"), which are expressly reserved to be heard in accordance with paragraphs 22 and 25 of this Order, respectively, all objections and reservations of rights with respect to the sale of the Deidentified Data, the Sale Agreement, the Data Treatment Procedures, and the entry of this Order remain overruled and denied on the merits with prejudice as set forth in paragraph 2 of this Order, and no Search Term Dispute shall be the occasion for any challenge to the foregoing. Each Union Party that does not timely propose Union Search Terms in accordance with paragraph 23 of this Order shall be forever barred from proposing Union Search Terms or objecting to or otherwise disputing the adequacy of the Union Search Terms.

26. If (x) the Debtors, the Deidentification Agent and the Specified Third Parties or the Union Parties, as applicable, reach an agreement that Third-Party Search Terms or Union Search

Terms shall be applied, or (y) the Court determines that one or more disputed Third-Party Search Terms or Union Search Terms shall be applied and, following such application, a Material Degradation has resulted, individually (when applying the Third-Party Search Terms applicable to one Specified Third Party or the Union Search Terms applicable to one Union Party) or in the aggregate (when applying the Third-Party Search Terms applicable to all Specified Third-Parties together with the Union Search Terms applicable to all Union Parties), then the Deidentification Agent shall promptly provide the resulting volume measurement to the Debtors and the Successful Bidder, and the Debtors shall provide notice of such Material Degradation to the Successful Bidder (a "**Material Degradation Notice**"). The Successful Bidder may terminate the Sale Agreement by written notice to the Debtors and the Deidentification Agent within ten (10) business days of receipt of a Material Degradation Notice, in which case the Successful Bidder shall not be required to accept delivery of the Deidentified Data or remit payment of the Purchase Price. If the Successful Bidder fails to deliver such written notice within such ten (10) business day period, the Successful Bidder shall be deemed to have waived its right to so terminate the Sale Agreement on account of such Material Degradation Notice.

27. As soon as reasonably practicable, and no later than five (5) business days after the Debtors receive the exclusion manifest from the Deidentification Agent under the Statement of Work, the Debtors shall affirmatively provide each Specified Third Party or Union Party the portion of the exclusion manifest applicable to such Specified Third Party or Union Party.

28. Nothing in this Order or the Sale Agreement shall impair or otherwise limit any rights or defenses of the Debtors, the Deidentification Agent, any Specified Third Party, any Union Party or the Successful Bidder with respect to Excluded Third-Party Data or Excluded Union Data or the intellectual property rights of any Specified Third Party.

29. This Order, the Sale Agreement and the Data Treatment Procedures 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, the Deidentification Agent (to the extent of its obligations under the Data Treatment Procedures), each Specified Third Party, 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. The Debtors are authorized to perform their obligations under their written agreements with the Deidentification Agent, and the Debtors' obligations thereunder shall likewise 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.

30. 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.

31. 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.

32. 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 Successful Bidder 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 Successful Bidder 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 Successful Bidder 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 of the sale. 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 Successful Bidder 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.

33. Each holder of a 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 of the sale.

34. 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.

35. 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.

36. The Original 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.

37. 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. The Debtors may only accept the Alternate Bid on the condition that the Alternate Bid shall not limit any protections or remedies afforded to any Specified Third Party or Union Party under this Order, which shall bind the Alternate Bidder notwithstanding any omission or inconsistent provision in the Alternate Sale Agreement.

38. 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.

39. 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.

40. 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.

41. 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.

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

43. 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

Schedule 1

Data Treatment Procedures

Exhibit C

Targeted Exclusion Protocol

This Exhibit C describes the workflow by which Excluded Data are identified and excluded from the Services Raw Data so that the Excluded Information Standard is met.

"Excluded Data" means the Excluded Information defined in Section 2 of this SOW. Customer, in consultation with the third parties concerned, determines what constitutes Excluded Data and designates the criteria by which it is identified; Tonic applies those criteria, surfaces further candidates for Customer's review, validates the exclusions and certifies that the approved criteria were applied.

Excluded Data is identified and excluded through the following steps:

1. **Excluding systems**. Spirit identifies and confirms the exclusion of systems that are outside the sale or that house protected information (such as technical data or confidential pricing data), so that those systems do not enter the Services Raw Data.

2. **Designate and exclude.** By the designation deadline fixed in the project schedule (Exhibit E), Customer designates the criteria in Exhibit B for each Specified Third-Party and each category of Excluded Employee Data, together with the executed agreements and known files that seed the search. Tonic applies the approved criteria across every in-scope data type (email and attachments, chat at the conversation level, documents, structured systems, source code and tickets) and excludes each matching unit as follows. Correspondence with a Specified Third-Party, executed agreements and other designated files are removed as whole units (the message or the file). In other content, where the Excluded Data is reasonably severable (its boundary is apparent from the designation or confirmed by Customer) and redaction or field-based exclusion is technologically feasible without leaving content from which the Excluded Data could reasonably be inferred, Tonic redacts or suppresses the severable portion (an attachment without its covering message; a slide, section, sheet, table or column without the rest of the document or workbook; a message without the rest of a thread; in a structured system, the keyed record and its dependent records or a designated column); otherwise Tonic removes the unit. Partial treatments are recorded in the exclusion manifest. Whole-unit removal or quarantine in accordance with this step and the criteria fixed at Customer's Phase 2 approval (on which the Designated Recipient is consulted) is not a non-conformity. The criteria are fixed at Customer's Phase 2 approval; later designations are applied by change order.

3. **Technical review and candidate referral**. Tonic applies additional technical methods to surface, for Customer's review, further material that may be Excluded Data remaining in the included corpus, including cryptographic hashing and hash-matching of designated and excluded files, file-name and full-text term matching, structured-identifier matching, and engagement-specific contextual detection (such as near-duplicate detection, semantic similarity, and entity recognition). Customer determines which candidates are Excluded Data, and Tonic removes those Customer confirms or, where Customer's confirmation identifies the severable portion, redacts or suppresses that portion on the conditions in step 2, preserving referential integrity within the remaining Services Output Data. Tonic does not determine what constitutes confidential or proprietary information of a third party. Customer provides the search terms and criteria, and Tonic applies its technical expertise to advise on, apply, test, and refine the application of Customer's designated criteria.

4. **Validation and documentation**. Before delivery, Tonic re-runs the approved criteria against the delivery set and corrects any remaining match, confirms by hash that no designated file remains, validates the exclusions against control totals established at ingest, records each excluded item in the exclusion manifest, performs and documents referential integrity checks, and documents the methods and results in the summary report.

Content whose treatment under the criteria cannot reasonably be determined is quarantined and is not delivered. Excluded Employee Data is excluded at the source under step 1 where it resides in a designated system and removed, redacted or suppressed under step 2 where it matches Customer's designations; incidental mentions in other

content that cannot reasonably be removed, redacted or suppressed are de-identified under Exhibit D, as paragraph C of Exhibit A to the Sale Agreement provides. Tonic's certification under this Exhibit is that the approved criteria were applied and validated as described above; it is not a determination that any item is or is not confidential.

Exhibit D

De-Identification Protocol

Tonic will apply the De-Identification Protocol to the Services Raw Data remaining after exclusion under Exhibit C in order to satisfy the De-Identification Standard, preserving referential integrity within the Services Output Data. Notwithstanding any provision herein to the contrary, Tonic's technique selection will draw on the principled de-identification techniques catalogued in ISO/IEC 20889 and the CISA guidance identified in Tonic's proposal, each as in effect on the Effective Date, applied within the De-Identification Standard.

To satisfy the De-Identification Standard, Tonic will apply the following treatments based on the applicable data category:

1. **Direct identifiers** (names, contact details, government, employee, account and record identifiers, usernames, and email addresses), in structured fields and unstructured text: detection by named-entity recognition and pattern rules; entity linking so that each individual resolves to a single synthetic identity; and consistent in-place replacement with realistic synthetic values that preserve format and referential integrity, which Tonic will maintain within the Services Output Data through consistent mapping and address in the Certification.
2. **Indirect identifiers** (dates of birth and other personal dates, ages, job titles, work locations and bases, seniority numbers, compensation, and similar attributes): generalization into ranges or bands (for example, a date to a month or quarter), to the extent required to meet the De-Identification Standard, as measured under item 10 using accepted statistical disclosure-control metrics.
3. **Structured and semi-structured records**: classification of each field as a direct identifier, an indirect identifier, or non-identifying, with further generalization or suppression until the De-Identification Standard is met.
4. **Free text** (including email, chat, documents, tickets, source code, message and routing metadata, and content in languages other than English): the same detection, linking, and synthesis pipeline.
5. **Payment card numbers** and similar financial account identifiers: replacement with synthetic values that cannot correspond to an issued card or account, or removal if synthetic values are not possible.
6. **Photographs of identifiable individuals and handwritten signatures**: obscuring or exclusion.
7. **Scanned and image-based documents**: OCR with positional geometry, in-place replacement, and flattening of PDFs after processing.
8. **Health information**: Tonic will de-identify protected health information or consumer health-related information in the Services Raw Data under the De-Identification Protocol so that the Services Output Data meets the De-Identification Standard, and will not include raw health information in the Services Output Data.
9. **Content that cannot reliably be treated by the foregoing**: suppression of the specific element or region and, only where suppression cannot reliably achieve the De-Identification Standard (for example, unsupported formats such as video), exclusion of the unit or escalation to Customer. The least restrictive treatment that, in Tonic's reasonable professional judgment, reliably meets the De-Identification Standard is used.
10. **Quality assurance**. Tonic will measure the Services Output Data against the De-Identification Standard using statistically meaningful, human-annotated samples, computing precision and recall by entity type and class of data, conducting adversarial review, and correcting systematic gaps before delivery. Quality-assurance thresholds are numeric; set separately for each entity type and class of data, both per mention and per individual; fixed by Tonic in its independent professional judgment in consultation with the Customer and Designated Recipient, documented with their rationale before full-corpus processing, in accordance with

the De-Identification Standard and set for a recipient bound by Section 1(c) of the Sale Agreement and paragraph 8 of the Sale Order.

11. **Certification**. Upon completion, Tonic will certify that the De-Identification Protocol was applied and, in its professional opinion, that the Services Output Data meets the De-Identification Standard.

Exhibit A-1

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

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

~~(iii)~~ (iii) granting related relief; and

a. ~~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,

[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, or the Data Treatment Procedures, as applicable.

the proposed form of notice of the Hearing; and the Debtors having received three Qualified Bids for all interests of ~~Spirit Airlines, LLC (~~the "~~Seller~~" (as defined in the Sale Agreement) in and to certain ~~assets~~Assets (as defined in the Sale Agreement) as set forth in the Sale Agreement (as defined below) (such ~~assets~~Assets, the "**Deidentified Data**") by the applicable Bid Deadline; and

b. the Debtors having conducted an Auction on August 14, 2026, in accordance with the Bidding Procedures Order and the Bidding Procedures; and

c. 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 "**Original 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

d. 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

e. the Debtors and the Successful Bidder having complied in all respects with the Bidding Procedures and the Bidding Procedures Order; and

f. the Bidding Procedures, the sale of the Deidentified Data, and the Auction having been duly noticed; and

g. the Auction having been substantively and procedurally fair to all parties, and conducted in a diligent, non-collusive, fair and good-faith manner; and

h. the Debtors having filed an amended form of the Original Sale Agreement reflecting provisions more beneficial to the estates following discussions among the Debtors, the Successful Bidder and other parties in interest on November [[•]], 2026 [ECF [No. [•]] (the "**Sale Agreement**") following the filing of the Notice of Auction Results;

i. the Court having found that the Sale Agreement, the Successful Bid and Alternate Bid were duly noticed; and

j. the Court having found that the ~~Successful Bid~~Sale Agreement 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~~

k. the Court having held a hearing, to consider the relief requested in the Motion (the "**Hearing**"); and

l. upon the *Declaration of Brent Herlihy in Support of the Motion* (the "**Herlihy Declaration**"), the *Declaration of Dylan Friesner in Support of the 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 [ECF No. 1470] (the "**Friesner Declaration**"), the *Consumer Privacy Ombudsman Report to the Court* [ECF No. 1581] (the "**CPO Report**"), *Google LLC's Preliminary Response to Consumer Privacy Ombudsman's Report in Support of the Proposed Sale of the Deidentified Data* [ECF No. 1594] (the "**Google Preliminary Response**"), the *Consumer Privacy Ombudsman Supplemental Report to the Court on the Deidentified Data* [ECF No. 1684] (the "**CPO Supplemental Report**"), the *Declaration of Andrew Colombi* [ECF No 1814] (the "**Colombi Declaration**"), the *Declaration of Sapana Patel in Support of the Sale of Deidentified Data* [ECF No 1813] (the "**Patel Declaration**"), the *Debtors' Omnibus Reply in Support of Proposed Sale of Deidentified Data* [ECF No 1816] (the "**Debtors' Reply**") and *Google LLC's Omnibus Response in Support of the Proposed Sale of the Deidentified Data* [ECF No 1815] (the "**Google Response**") and the evidence proffered at the Hearing; and

m. 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 reviewed and considered the Motion, the Herlihy Declaration, the Friesner Declaration, the Colombi Declaration, the Patel Declaration, the CPO Report, the Debtors' Reply, the Google Preliminary Response, the Google Response and the record of the Auction; and

n. 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

o. 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

p. ~~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 Herlihy Declaration, the Friesner Declaration, the Colombi Declaration, the Patel Declaration, the CPO Report, the CPO Supplemental Report, the Debtors' Reply, the Google Preliminary Response, the Google Response and at the Hearing, establish just cause for the relief granted herein; and

q. 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~~

r. the Court having found that the Debtors and the Successful Bidder have engaged in substantial, good faith efforts to resolve all pending objections and informal comments received prior to the Hearing; and

s. 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

t. the Court having found that none of the Debtors, the Successful Bidder, or the Alternate Bidder ~~have~~has engaged in any conduct that would cause or permit the transaction to be avoided under section 363(n) of the Bankruptcy Code; and

u. 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~~ , the intellectual property rights of any Specified Third Party, Excluded Third-Party Data or information that is confidential pursuant to a Collective Bargaining Agreement; and

v. the Court having found that the procedures for the deidentification, transformation and preparation of the In-Scope Data (as defined in the Sale Agreement) attached to the Statement of Work which is annexed to the Master Service Agreement, attached to this Order as Schedule 1 (such procedures, the "**Data Treatment Procedures**") setting forth the respective obligations of Tonic AI, Inc. (the "**Deidentification Agent**") and the Debtors thereunder, comply with applicable data protection laws governing the transactions contemplated by the Sale Agreement and this Order and constitute a reasonable and lawful method for the deidentification, transformation, preparation, Exclusion (as defined in the Sale Agreement), and transfer of the In-Scope Data; and

w. the Court having found that the Successful Bidder has publicly committed, pursuant to Section 1(c) of the Sale Agreement, (i) to maintain and use the Deidentified Data in deidentified form not associated with any natural person, household, consumer or employee of Seller, and (ii) that it will not intentionally or knowingly reidentify or attempt to reidentify the Deidentified Data with any natural person or household; and

x. the Court having found that the relief requested in the Motion and entry into the Data Treatment Procedures, 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

y. 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~~reservations 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~~

4. The Data Treatment Procedures comply with applicable data privacy and data protection laws governing the transaction contemplated by the Sale Agreement and this Order and constitute a reasonable and lawful method for the deidentification, transformation, preparation, Exclusion (as defined in the Sale Agreement), and transfer of the In-Scope Data.

5. The Seller, the Successful Bidder and the Deidentification Agent are authorized to enter into, consummate, and perform under, the Data Treatment Procedures and any other ancillary agreements or other documents consistent with the Data Treatment Procedures.

6. The Data Treatment Procedures (including, for the avoidance of doubt, all exhibits, schedules and ancillary documents thereto) are an integral part of this Order and the Sale Agreement, are incorporated by reference into both this Order and the Sale Agreement, and are hereby approved in their entirety as set forth in this Order. In the event of a conflict or inconsistency between the terms of the Data Treatment Procedures on one hand, and the other terms of the Sale Agreement on the other hand, the terms of the Data Treatment Procedures shall control. The Data Treatment Procedures shall not be amended, modified, supplemented or waived in a manner that would conflict with this Order or the Sale Agreement or adversely impact the rights of the Specified Third Parties or Union Parties without further order of this Court; *provided* that the foregoing shall not prohibit the Debtors, the Deidentification Agent and the Successful Bidder from agreeing (in accordance with the Data Treatment Procedures) to expand, modify or enhance the services provided by the Deidentification Agent as necessary to further implement the provisions of this Order.

7. Notwithstanding anything to the contrary in this Order, the Motion, the Bidding Procedures, the Sale Agreement, or any exhibit, schedule, or ancillary document related thereto, the In-Scope Data shall be deidentified, transformed and prepared by the Deidentification Agent pursuant to the Data Treatment Procedures prior to the delivery of the Deidentified Data to the Successful Bidder, which delivery shall occur in accordance with, and subject to the conditions set forth in, the Data Treatment Procedures. Following the delivery of the Deidentified Data to the Successful Bidder, the Deidentification Agent shall destroy any such data, or any derivatives

thereof, in its possession subject to and in accordance with the terms of the Data Treatment Procedures. Notwithstanding anything to the contrary in the Sale Agreement, the Deidentification Agent shall be the only "Deidentification Agent" engaged by the Debtors or the Successful Bidder in connection with the Sale Agreement.

8. The Successful Bidder shall (i) treat the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent as confidential and (ii) maintain such data repositories of Services Output Data in a secure environment; in each case of (i) and (ii), consistent with how the Successful Bidder treats and maintains its own confidential information of like nature. In accordance with the Sale Agreement and the public commitment embodied in Section 1(c) thereof, the Successful Bidder shall not intentionally or knowingly reidentify or attempt to reidentify any Deidentified Data (including, for the avoidance of doubt, to profile consumers or employees of the Debtors), and shall (consistent with the Sale Agreement) contractually obligate any transferees of the Deidentified Data to comply with the terms of the Sale Agreement and this Order. Such transferees of the Deidentified Data shall, with respect to any Deidentified Data transferred to them, be subject to this Order to the same extent as the Successful Bidder, and the terms of this Order and the Sale Agreement shall bind any subsequent or further transferees of such transferees with respect to any subsequently or further transferred Deidentified Data.

9. At the conclusion of Phase 4 under the Deidentification Agent's Statement of Work, in addition to the quality-assurance measurements under Item 10 of Exhibit D thereto, the Deidentification Agent will produce a quantitative statistical assessment concerning the probability of reidentification of consumers or employees of the Debtors under ISO/IEC 27559, taking into account as the data release context the Successful Bidder's commitments under

paragraph 8 of this Order and Section 1(c) of the Sale Agreement, as part of the basis for the Deidentification Agent's opinion as to whether the Deidentified Data cannot reasonably be used to infer information about, or otherwise be linked to, either a particular consumer or a particular employee of the Debtors (the "**QA Assessment**"). The attack modelling and quantified identifiability in the QA Assessment under clauses 7.3 and 8.2.2 of ISO/IEC 27559:2022 constitute the adversarial component of the QA Assessment and the adversarial review under the Statement of Work; the Deidentification Agent shall not be required to undertake a separate reidentification exercise. No later than 15 days after the completion of the QA Assessment, the Debtors shall, in consultation with the Union Parties, the Deidentification Agent and the Successful Bidder (but not subject to the consent of any such party), designate an independent third party not affiliated with the Successful Bidder or any Union Party (the "**Verification Agent**") pursuant to Section 9 of the Master Service Agreement (for whose acts and omissions the Deidentification Agent shall have no responsibility) to verify, based on reasonable samples of the Deidentification Agent's proposed form of Deidentified Data made available under the confidentiality and security requirements of the Data Treatment Procedures, that the QA Assessment was performed in accordance with its stated methodology and that its results are accurately reported. The Verification Agent shall complete its review of the QA Assessment within 15 days of the Verification Agent's designation by the Debtors (if designated after the Deidentification Agent completes its initial QA Assessment), or otherwise within 15 days of the Deidentification Agent's completion of the initial QA Assessment or any subsequent QA Assessment following a remediation of the Deidentified Data. The Deidentification Agent shall not deliver its certification under Section 3(c) of the Sale Agreement until the Verification Agent has completed its review. If the Verification Agent identifies a failure to perform the Data

Treatment Procedures or a measured result that does not meet the thresholds fixed under the Data Treatment Procedures,[3] the Deidentification Agent shall remediate the affected Deidentified Data in accordance with the Data Treatment Procedures and shall produce a revised QA Assessment, for the Verification Agent's review, following the conclusion of such remediation efforts; any other disagreement between the Verification Agent and the Deidentification Agent concerning the Verification Agent's review of the QA Assessment (an "**Agent Dispute**," which shall not extend to the selection of the methodology, assumptions or thresholds) shall be resolved by this Court on motion of the Debtors, the Verification Agent, the Deidentification Agent or the Successful Bidder; *provided that* all objections and reservations of rights with respect to the sale of the Deidentified Data, the Sale Agreement, the Data Treatment Procedures, and the entry of this Order remain overruled and denied on the merits with prejudice as set forth in paragraph 2 of this Order and no Agent Dispute shall be the occasion for any challenge to the foregoing. The Verification Agent's report shall be delivered to the Debtors with, and shall accompany, the Deidentification Agent's certification delivered under Section 3(c) of the Sale Agreement, as the statement of the Verification Agent. The Verification Agent's review shall not replicate or replace the Data Treatment Procedures, rerun the QA Assessment, apply a reidentification testing methodology that deviates from the methodology used to produce the QA Assessment, or involve access to Services Raw Data, and shall not alter the assumptions, thresholds or criteria fixed under the Data Treatment Procedures. The Verification Agent's review shall be limited to

[3] The thresholds fixed under the Data Treatment Procedures comprise (i) the quality-assurance thresholds fixed under Item 10 of Exhibit D of the Statement of Work and (ii) for identifiable groups formed by indirect identifiers, an average identifiability of 0.1, the Table B.2 benchmark for a non-public release under ISO/IEC 27559:2022, with identifiability determined under clause 8.2.2 in accordance with the Deidentification Agent's stated methodology, taking into account as the data release context the Successful Bidder's commitments under paragraph 8 of this Order and Section 1(c) of the Sale Agreement. The Deidentification Agent shall not be required to adopt a Table B.1 threshold under ISO/IEC 27559:2022. Notwithstanding anything to the contrary in this Order, the Deidentification Agent may establish more stringent thresholds in its independent judgment.

verifying the accuracy of the contents and results of the QA Assessment, including whether the Deidentification Agent applied each step of the methodology stated in the QA Assessment. The QA Assessment, the Deidentification Agent's cooperation with the Verification Agent and any remediation (including any Agent Dispute) under this paragraph beyond Section 8 of the Statement of Work are additions to the services under the Statement of Work to be documented by change order, and the schedule under the Statement of Work shall be extended accordingly.

10. Notwithstanding anything herein to the contrary, except for an Agent Dispute, to the extent that any person received notice of the Motion, the Hearing, or the proposed transaction and did not timely object to the sale contemplated by the Sale Agreement or this Order or whose objection has been withdrawn, resolved, or overruled, and provided that the Verification Agent conducted its review of the QA Assessment in accordance with this Order, such person or entity shall have no claim or remedy against the Verification Agent arising from or relating to the Verification Agent's review of the QA Assessment pursuant to this Order. Any claim against the Verification Agent arising from or relating to the Verification Agent's review of the QA Assessment shall be brought only in this Court.

11. Notwithstanding anything to the contrary in this Order, the Motion, the Bidding Procedures, the Sale Agreement, or any exhibit, schedule, or ancillary document related thereto, Excluded Employee Data (as defined in the Sale Agreement) and information that is confidential pursuant to a Collective Bargaining Agreement do not constitute part of the Deidentified Data and are not assets being sold, assigned, transferred, or conveyed to the Successful Bidder pursuant to this Order or the Sale Agreement. The Deidentification Agent shall remove Excluded Employee Data from the In-Scope Data, by implementing the Data Treatment Procedures, including by means of applying Union Search Terms agreed or determined under

paragraphs 23 to 25 of this Order, prior to the delivery of the Deidentified Data to the Successful Bidder.

12. Union Party Notice to Successful Bidder. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, a Union Party becomes aware that Excluded Union Data was not removed from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent, then such Union Party may send a written notice to the Successful Bidder identifying with specificity such Excluded Union Data. The Successful Bidder shall, following receipt of such properly issued notice in accordance with this Order, promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Union Data (to the extent such Excluded Union Data is then within the Successful Bidder's possession or control) and (ii) delete such Excluded Union Data from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent; *provided, however*, that nothing herein shall prevent a Union Party from seeking further relief from this Court to prevent public disclosure of Excluded Union Data identified in such notice following such Union Party's delivery of such notice to the Successful Bidder in accordance with this paragraph 12.

13. Successful Bidder Notice to Union Party. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, the Successful Bidder becomes aware that Excluded Union Data is included within the Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, then the Successful Bidder shall promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Union Data (to the extent such Excluded Union Data is then within the Successful Bidder's possession or control); (ii) notify the applicable Union Party upon

becoming aware that the Successful Bidder is in possession or control of such Excluded Union Data; and (iii) delete such Excluded Union Data from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent.

14. Notwithstanding anything to the contrary in this Order, the Motion, the Bidding Procedures, the Sale Agreement or any exhibit, schedule, or ancillary document related thereto, (a) intellectual property rights of any Specified Third Party (as defined in the Sale Agreement) and (b) the Excluded Third-Party Data (as defined in the Sale Agreement) do not constitute part of the Deidentified Data and are not assets being sold, assigned, transferred, or conveyed to the Successful Bidder pursuant to this Order or the Sale Agreement. The Deidentification Agent shall undertake to remove Excluded Third-Party Data from the In-Scope Data, by implementing the Data Treatment Procedures, including by means of applying Third-Party Search Terms agreed or determined under paragraphs 20 to 22 of this Order, prior to the delivery of the Deidentified Data to the Successful Bidder.

15. Specified Third Party Notice to Successful Bidder. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, a Specified Third Party becomes aware that Excluded Third-Party Data was inadvertently included within such Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, then such Specified Third Party may send a written notice to the Successful Bidder identifying with specificity such Excluded Third-Party Data. The Successful Bidder shall, following receipt of such properly issued notice in accordance with this Order, promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Third-Party Data (to the extent such Excluded Third-Party Data is then within the Successful Bidder's possession or control); and (ii) delete such Excluded Third-Party Data from the data repositories

of Services Output Data delivered to the Successful Bidder by the Deidentification Agent; *provided, however*, that nothing herein shall prevent a Specified Third Party from seeking further relief from this Court to prevent public disclosure of Excluded Third-Party Data identified in such notice following such Specified Third Party's delivery of such notice to the Successful Bidder in accordance with this paragraph 15.

16. Successful Bidder Notice to Specified Third Party. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, the Successful Bidder becomes aware that Excluded Third-Party Data was not removed from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent, then the Successful Bidder shall promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Third-Party Data (to the extent such Excluded Third-Party Data is then within the Successful Bidder's possession or control); (ii) notify the applicable Specified Third Party upon becoming aware that the Successful Bidder is in possession or control of such Excluded Third-Party Data; and (iii) delete such Excluded Third-Party Data from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent.

17. Nothing in this Order or the Sale Agreement shall be construed as a determination that Excluded Union Data or Excluded Third-Party Data is included within the Deidentified Data delivered to the Successful Bidder by the Deidentification Agent.

18. Any rights that any Union Party or Specified Third Party has under applicable law, following delivery of a notice to the Successful Bidder pursuant to paragraphs 12 or 15 of this Order (and delivery of a copy of such notice to the Debtors), to seek further relief from this Court, including on an emergency basis, in the event that a Union Party or Specified Third Party

becomes aware that Excluded Union Data or Excluded Third-Party Data (as applicable) is included within such Deidentified Data delivered to the Successful Bidder by the Deidentification Agent or such Excluded Union Data or Excluded Third-Party Data is publicly disclosed by the Successful Bidder, are hereby fully preserved.

19. Notwithstanding anything herein to the contrary, to the extent that any person or entity who is not a Union Party or Specified Third Party received notice of the Motion, the Hearing, or the proposed transaction and did not timely object to the sale contemplated by the Sale Agreement or this Order or whose objection has been withdrawn, resolved, or overruled, and provided that the Deidentification Agent performed the Data Treatment Procedures in accordance with this Order and the Data Treatment Procedures, such person or entity shall have no claim or remedy against the Deidentification Agent arising from or relating to: (i) the Deidentification Agent's performance of services pursuant to the Data Treatment Procedures, or this Order; or (ii) the certification delivered under Section 3(c) of the Sale Agreement. For the avoidance of doubt, compliance by the Deidentification Agent with the Data Treatment Procedures shall constitute satisfaction of the Deidentification Agent's obligations under this Order and notwithstanding anything to the contrary in the Master Service Agreement or the Statement of Work, the Deidentification Agent's performance of the Targeted Exclusion Protocol pursuant to the Debtors' directions and instructions in compliance with the Data Treatment Procedures shall constitute satisfaction of the Excluded Information Standard under the Master Service Agreement. The certification delivered under Section 3(c) of the Sale Agreement is a statement of procedures performed, results measured, and the Deidentification Agent's professional opinion as of its date, and may be relied upon only by the Debtors and the Successful Bidder, in each case as provided in their respective written agreements with the

Deidentification Agent. Any claim (including claims for violation of any relevant state or federal law or regulation) by a Union Party or Specified Third Party against the Deidentification Agent or the Successful Bidder arising from or relating to the Data Treatment Procedures or the Deidentified Data shall be brought only in this Court.

20. No later than fifteen (15) days after entry of this Order, each Specified Third Party may propose to the Debtors and the Deidentification Agent full-text search terms, metadata parameters, filters, and other exclusion criteria (collectively, the "**Third-Party Search Terms**") intended to identify information that the Specified Third Party believes in good faith is Excluded Third-Party Data in order to enable the removal of such Excluded Third-Party Data from the In-Scope Data prior to delivery of the Deidentified Data to the Successful Bidder. With respect to each Third-Party Search Term, the Specified Third Party shall indicate the category or categories of such Excluded Third-Party Data that such Third-Party Search Term is intended to identify. Any such Third-Party Search Terms shall be reasonably sufficient and narrowly tailored to identify Excluded Third-Party Data, in the context of all Third-Party Search Terms applicable to a particular Specified Third Party. The Debtors and each Specified Third Party shall work in good faith to agree upon such Third-Party Search Terms, and the Deidentification Agent shall advise the Debtors on their technical application. For the avoidance of doubt, to facilitate good faith negotiation of Third-Party Search Terms, the Deidentification Agent shall provide the Debtors with reporting of Third-Party Search Term results setting forth the number of documents containing each Third-Party Search Term and the percentage of documents in the In-Scope Data each Third-Party Search Term identifies. The Debtors shall promptly provide copies of such reports to the applicable Specified Third Party. Subject to paragraphs 21 and 22 of this Order, any information identified by the Deidentification Agent using such agreed

Third-Party Search Terms shall be removed from the In-Scope Data by the Deidentification Agent pursuant to the Data Treatment Procedures and shall be considered Excluded Third-Party Data for all purposes of this Order and the Sale Agreement.

21. To the extent that the Third-Party Search Terms include information that is confidential pursuant to an Existing Third-Party Agreement, the Debtors and the Deidentification Agent shall not provide the Third-Party Search Terms to the Successful Bidder without the consent of the Specified Third Party to which such Third-Party Search Terms relate. The Debtors and the Deidentification Agent shall, at the request of the Successful Bidder, provide information (not including any information that is confidential pursuant to an Existing Third-Party Agreement without the consent of the Specified Third Party to which such Third-Party Search Terms relate) to the Successful Bidder that is reasonably necessary for the Successful Bidder to determine (i) the aggregate volume of the In-Scope Data that would be removed from the In-Scope Data pursuant to application of the Third-Party Search Terms applicable to each specific Specified Third Party as well as those applicable to all Specified Third-Parties in the aggregate; and (ii) whether the removal of such data from the In-Scope Data would (x) reduce the aggregate volume of Deidentified Data to be delivered to the Successful Bidder by an amount that exceeds eight percent (8%) of the volume of the In-Scope Data that would otherwise be delivered to the Successful Bidder prior to the application of any Third-Party Search Terms or Union Search Terms (such event, a "**Material Degradation**") (and, for such purpose, the Third-Party Search Terms shall be applied together with the Union Search Terms in determining whether a Material Degradation has occurred) or (y) cause a failure of a closing condition under Sections 3(c) and 3(d) of the Sale Agreement or prevent the Deidentification

Agent from delivering the Deidentified Data to the Successful Bidder in a format and manner consistent with Section 1(a)(ii) of the Sale Agreement.

22. The Debtors and each Specified Third Party, with the technical advice of the Deidentification Agent, shall work in good faith to reach a final agreement with respect to Third-Party Search Terms no later than sixty (60) days following the entry of this Order (the "**Third-Party Search Terms Deadline**"); *provided that*, after the Third-Party Search Terms Deadline, the Debtors, any Specified Third Party or the Successful Bidder may seek relief from this Court with respect to any Third-Party Search Terms that remain in dispute (any such matter, a "**Third-Party Search Term Dispute**"). The only issues before the Court in connection with any Third-Party Search Term Dispute shall be whether (i) the disputed Third-Party Search Terms are reasonably sufficient and narrowly tailored to identify Excluded Third-Party Data, in the context of all Third-Party Search Terms applicable to a particular Specified Third Party and (ii) such information constitutes information that is Excluded Third-Party Data. The Debtors and the Deidentification Agent shall have no obligation to apply any disputed Third-Party Search Term unless the Court finds that such Third-Party Search Term is reasonably sufficient and narrowly tailored to identify Excluded Third-Party Data, in the context of all Third-Party Search Terms applicable to a particular Specified Third Party. The determination of the Court shall be final and binding on the Debtors, the Successful Bidder, the Deidentification Agent and the applicable Specified Third Party. Each Specified Third Party that does not timely propose Third-Party Search Terms in accordance with paragraph 20 of this Order shall be forever barred from proposing Third-Party Search Terms or objecting to or otherwise disputing the adequacy of the Third-Party Search Terms.

23. No later than fifteen (15) days after entry of this Order, each Union Party may propose to the Debtors and the Deidentification Agent full-text search terms, metadata parameters, filters, and other exclusion criteria (collectively, the "**Union Search Terms**") intended to identify information that the Union Party believes in good faith is confidential pursuant to a Collective Bargaining Agreement in order to enable the removal of such information from the In-Scope Data prior to delivery of the Deidentified Data to the Successful Bidder. With respect to each Union Search Term, the Union Party shall indicate the category or categories of such information that such Union Search Term is intended to identify. Any such Union Search Terms shall be reasonably sufficient and narrowly tailored to identify Excluded Union Data, in the context of all Union Search Terms applicable to a particular Union Party. The Debtors and each Union Party shall work in good faith to agree upon such Union Search Terms, and the Deidentification Agent shall advise the Debtors on their technical application. For the avoidance of doubt, to facilitate good faith negotiation of Union Search Terms, the Deidentification Agent shall provide the Debtors with reporting of Union Search Term results setting forth the number of documents containing each Union Search Term and the percentage of documents in the In-Scope Data each Union Search Term identifies. The Debtors shall promptly provide copies of such reports to the applicable Union Party. Subject to paragraphs 24 and 25 of this Order, any information identified by the Deidentification Agent using such agreed Union Search Terms shall be removed from the In-Scope Data by the Deidentification Agent pursuant to the Data Treatment Procedures and shall be considered Excluded Employee Data for all purposes of this Order and the Sale Agreement.

24. To the extent that the Union Search Terms include information that is confidential pursuant to a Collective Bargaining Agreement, the Debtors and the Deidentification Agent shall

not provide the Union Search Terms to the Successful Bidder without the consent of the Union Party to which such Union Search Terms relate. The Debtors and the Deidentification Agent shall, at the request of the Successful Bidder, provide information (not including any information that is confidential pursuant to a Collective Bargaining Agreement without the consent of the Union Party to which such Union Search Terms relate) to the Successful Bidder that is reasonably necessary for the Successful Bidder to determine (i) the aggregate volume of the In-Scope Data that would be removed from the In-Scope Data pursuant to application of the Union Search Terms applicable to each specific Union Party as well as those applicable to all Union Parties in the aggregate; and (ii) whether the removal of such data from the In-Scope Data would (x) result in a Material Degradation (and, for such purpose, the Union Search Terms shall be applied together with the Third-Party Search Terms in determining whether a Material Degradation has occurred) or (y) cause a failure of a closing condition under Sections 3(c) and 3(d) of the Sale Agreement or prevent the Deidentification Agent from delivering the Deidentified Data to the Successful Bidder in a format and manner consistent with Section 1(a)(ii) of the Sale Agreement.

25. The Debtors and each Union Party, with the technical advice of the Deidentification Agent, shall work in good faith to reach a final agreement with respect to Union Search Terms no later than sixty (60) days following the entry of this Order (the "**Union Search Terms Deadline**"); *provided that*, after the Union Search Terms Deadline, the Debtors, any Union Party or the Successful Bidder may seek relief from this Court with respect to any Union Search Terms that remain in dispute (any such matter, a "**Union Search Term Dispute**"). The only issues before the Court in connection with any Union Search Term Dispute shall be whether (i) the disputed Union Search Terms are reasonably sufficient and narrowly tailored to identify

Excluded Union Data, in the context of all Union Search Terms applicable to a particular Union Party and (ii) such information constitutes information that is confidential pursuant to such Collective Bargaining Agreement. The Debtors and the Deidentification Agent shall have no obligation to apply any disputed Union Search Term unless the Court finds that such Union Search Term is reasonably sufficient and narrowly tailored to identify Excluded Union Data, in the context of all Union Search Terms applicable to a particular Union Party. The determination of the Court shall be final and binding on the Debtors, the Successful Bidder, the Deidentification Agent and the applicable Union Party. Except for Third-Party Search Term Disputes and Union Search Term Disputes (collectively, "**Search Term Disputes**"), which are expressly reserved to be heard in accordance with paragraphs 22 and 25 of this Order, respectively, all objections and reservations of rights with respect to the sale of the Deidentified Data, the Sale Agreement, the Data Treatment Procedures, and the entry of this Order remain overruled and denied on the merits with prejudice as set forth in paragraph 2 of this Order, and no Search Term Dispute shall be the occasion for any challenge to the foregoing. Each Union Party that does not timely propose Union Search Terms in accordance with paragraph 23 of this Order shall be forever barred from proposing Union Search Terms or objecting to or otherwise disputing the adequacy of the Union Search Terms.

26. If (x) the Debtors, the Deidentification Agent and the Specified Third Parties or the Union Parties, as applicable, reach an agreement that Third-Party Search Terms or Union Search Terms shall be applied, or (y) the Court determines that one or more disputed Third-Party Search Terms or Union Search Terms shall be applied and, following such application, a Material Degradation has resulted, individually (when applying the Third-Party Search Terms applicable to one Specified Third Party or the Union Search Terms applicable to one Union

Party) or in the aggregate (when applying the Third-Party Search Terms applicable to all Specified Third-Parties together with the Union Search Terms applicable to all Union Parties), then the Deidentification Agent shall promptly provide the resulting volume measurement to the Debtors and the Successful Bidder, and the Debtors shall provide notice of such Material Degradation to the Successful Bidder (a "**Material Degradation Notice**"). The Successful Bidder may terminate the Sale Agreement by written notice to the Debtors and the Deidentification Agent within ten (10) business days of receipt of a Material Degradation Notice, in which case the Successful Bidder shall not be required to accept delivery of the Deidentified Data or remit payment of the Purchase Price. If the Successful Bidder fails to deliver such written notice within such ten (10) business day period, the Successful Bidder shall be deemed to have waived its right to so terminate the Sale Agreement on account of such Material Degradation Notice.

27. As soon as reasonably practicable, and no later than five (5) business days after the Debtors receive the exclusion manifest from the Deidentification Agent under the Statement of Work, the Debtors shall affirmatively provide each Specified Third Party or Union Party the portion of the exclusion manifest applicable to such Specified Third Party or Union Party.

28. Nothing in this Order or the Sale Agreement shall impair or otherwise limit any rights or defenses of the Debtors, the Deidentification Agent, any Specified Third Party, any Union Party or the Successful Bidder with respect to Excluded Third-Party Data or Excluded Union Data or the intellectual property rights of any Specified Third Party.

29. This Order, the Sale Agreement and the Data Treatment Procedures 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, the Deidentification Agent (to the extent of its obligations under the Data Treatment Procedures), each Specified Third Party, 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. The Debtors are authorized to perform their obligations under their written agreements with the Deidentification Agent, and the Debtors' obligations thereunder shall likewise 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.

30. ~~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.

31. ~~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.

32. ~~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~~Successful Bidder 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~~Successful Bidder 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~~Successful Bidder 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~~closing of the sale. 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~~Successful Bidder 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.

33. ~~7.~~ Each holder of a 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~~closing of the sale.

34. ~~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.

35. ~~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.

36. ~~10.~~ The Original 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.

37. ~~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. The Debtors may only accept the Alternate Bid on the condition that the Alternate Bid shall not limit any protections or remedies afforded to any Specified Third Party or Union Party under this Order, which shall bind the Alternate Bidder notwithstanding any omission or inconsistent provision in the Alternate Sale Agreement.

38. ~~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.

39. ~~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.

40. ~~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.

41. ~~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.~~

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

43. ~~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

Schedule 1

Data Treatment Procedures

Exhibit A-2

Changed-Pages Redline Against Revised Proposed Sale Order

Qualified Bids for all interests of the Seller (as defined in the Sale Agreement) in and to certain Assets (as defined in the Sale Agreement) as set forth in the Sale Agreement (as defined below) (such Assets, the "**Deidentified Data**") by the applicable Bid Deadline; and

b. the Debtors having conducted an Auction on August 14, 2026, in accordance with the Bidding Procedures Order and the Bidding Procedures; and

c. 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 [[•]], 2026, by and~~ between the Seller and the Successful Bidder (the "**Original 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

d. 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

e. the Debtors and the Successful Bidder having complied in all respects with the Bidding Procedures and the Bidding Procedures Order; and

f. the Bidding Procedures, the sale of the Deidentified Data, and the Auction having been duly noticed; and

g. the Auction having been substantively and procedurally fair to all parties, and conducted in a diligent, non-collusive, fair and good-faith manner; and

h. the Debtors having filed an amended form of the Original Sale Agreement reflecting provisions more beneficial to the estates following discussions among the Debtors, the Successful Bidder and other parties in interest on November [[~~date~~•]]~~(~~, 2026 [ECF [No. [•]] (the "**Sale Agreement**") following the filing of the Notice of Auction Results;

i. the Court having found that the Sale Agreement, the Successful Bid and Alternate Bid were duly noticed; and

j. the Court having found that the Sale Agreement 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

k. the Court having held a hearing, to consider the relief requested in the Motion (the "**Hearing**"); and

l. upon the *Declaration of Brent Herlihy in Support of the Motion* (the "**Herlihy Declaration**"), the *Declaration of Dylan Friesner in Support of the 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* [ECF No. 1470] (the "**Friesner Declaration**"), the *Consumer Privacy Ombudsman Report to the*

Court [ECF No. 1581] (the "**CPO Report**"), *Google LLC's Preliminary Response to Consumer Privacy Ombudsman's Report in Support of the Proposed Sale of the Deidentified Data* [ECF No. 1594] (the "**Google Preliminary Response**"), the ~~[[*Tonic Declaration*]]~~*Consumer Privacy Ombudsman Supplemental Report to the Court on the Deidentified Data* [ECF No ~~[•]~~. 1684] (~~"~~the ~~[[**Tonic**]]~~"**CPO Supplemental Report**"), the *Declaration of Andrew Colombi* [ECF No 1814] (the "**Colombi Declaration**"), the ~~[[~~*Declaration of Sapana Patel in Support of the Sale of ~~the~~ Deidentified Data*~~]]~~ [ECF No ~~[•]~~1813] (the "**Patel Declaration**"), the ~~[[~~*Debtors' Omnibus Reply*~~]]~~ *in Support of Proposed Sale of Deidentified Data* [ECF No ~~[•]~~1816] (the "**Debtors' Reply**") and *Google LLC's Omnibus ~~Reply~~Response in Support of the Proposed Sale of the Deidentified Data* [ECF No ~~[•]~~1815] (the "**Google ~~Reply~~Response**") and the evidence proffered at the Hearing; and

m. ~~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 reviewed and considered the Motion, the Herlihy Declaration, the ~~[[Tonic]]~~Friesner Declaration, the Colombi Declaration, the Patel Declaration, the CPO Report, the Debtors' Reply, the Google Preliminary Response, the Google ~~Reply~~Response and the record of the Auction; and

n. 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

o. 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

p. the Court having determined that the legal and factual bases set forth in the Motion, the Herlihy Declaration, the ~~[[Tonic]]~~Friesner Declaration, the Colombi Declaration, the Patel Declaration, the CPO Report, the CPO Supplemental Report, the Debtors' Reply, the Google Preliminary Response, the Google ~~Reply~~Response and at the Hearing, establish just cause for the relief granted herein; and

q. 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

r. the Court having found that the Debtors and the Successful Bidder have engaged in substantial, good faith efforts to resolve all pending objections and informal comments received prior to the Hearing; and

s. 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

t. the Court having found that none of the Debtors, the Successful Bidder, or the Alternate Bidder ~~have~~has engaged in any conduct that would cause or permit the transaction to be avoided under section 363(n) of the Bankruptcy Code; and

u. 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, the intellectual property rights of any Specified Third Party, Excluded Third-Party~~,~~ Data or information that is confidential pursuant to ~~an Existing Third-Party Agreement or~~a Collective Bargaining Agreement; and

v. the Court having found that the procedures for the deidentification, transformation and preparation of the In-Scope Data (as defined in the Sale Agreement) attached to the Statement of Work which is annexed to the Master Service Agreement, attached to this Order as Schedule 1 (such procedures, the "**Data Treatment Procedures**") setting forth the respective obligations of Tonic AI, Inc. (the "**Deidentification Agent**") and the Debtors thereunder, comply with applicable data protection laws governing the transactions contemplated by the Sale Agreement and this Order and constitute a reasonable and lawful method for the deidentification, transformation, preparation, Exclusion (as defined in the Sale Agreement), and transfer of the In-Scope Data; and

w. the Court having found that the Successful Bidder has publicly committed, pursuant to Section 1(c) of the Sale Agreement, (i) to maintain and use the Deidentified Data in deidentified form not associated with any natural person, household, consumer or employee of Seller, and (ii) that it will not intentionally or knowingly reidentify or attempt to reidentify the Deidentified Data with any natural person or household; and

x. the Court having found that the relief requested in the Motion and entry into the Data Treatment Procedures, 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

y. 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~~reservations 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.

4. The Data Treatment Procedures comply with applicable data privacy and data protection laws governing the transaction contemplated by the Sale Agreement and this Order and constitute a reasonable and lawful method for the deidentification, transformation, preparation, Exclusion (as defined in the Sale Agreement), and transfer of the In-Scope Data.

5. The Seller, the Successful Bidder and the Deidentification Agent are authorized to enter into, consummate, and perform under, the Data Treatment Procedures and any other ancillary agreements or other documents consistent with the Data Treatment Procedures.

6. The Data Treatment Procedures (including, for the avoidance of doubt, all exhibits, schedules and ancillary documents thereto) are an integral part of this Order and the Sale Agreement, are incorporated by reference into both this Order and the Sale Agreement, and are hereby approved in their entirety as set forth in this Order. In the event of a conflict or inconsistency between the terms of the Data Treatment Procedures on one hand, and the other terms of the Sale Agreement on the other hand, the terms of the Data Treatment Procedures shall control. The Data Treatment Procedures shall not be amended, modified, supplemented or waived in a manner that would conflict with this Order or the Sale Agreement or adversely impact the rights of the Specified ~~Third Parties~~Third Parties or Union Parties without further order of this Court; *provided* that the foregoing shall not prohibit the Debtors, the Deidentification Agent and the Successful Bidder from agreeing (in accordance with the Data Treatment Procedures) to expand, modify or enhance the services provided by the Deidentification Agent as necessary to further implement the provisions of this Order.

7. Notwithstanding anything to the contrary in this Order, the Motion, the Bidding Procedures, the Sale Agreement, or any exhibit, schedule, or ancillary document related thereto, the In-Scope Data shall be deidentified, transformed and prepared by the Deidentification Agent pursuant to the Data Treatment Procedures prior to the delivery of the Deidentified Data to the Successful Bidder, which delivery shall occur in accordance with, and subject to the conditions set forth in, the Data Treatment Procedures. Following the delivery of the Deidentified Data to the Successful Bidder, the Deidentification Agent shall destroy any such data, or any derivatives thereof, in its possession subject to and in accordance with the terms of the Data Treatment Procedures. Notwithstanding anything to the contrary in the Sale Agreement, the

Deidentification Agent shall be the only "Deidentification Agent" engaged by the Debtors or the Successful Bidder in connection with the Sale Agreement.

8. The Successful Bidder shall (i) treat the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent as confidential and (ii) maintain such data repositories of Services Output Data in a secure environment; in each case of (i) and (ii), consistent with how the Successful Bidder treats and maintains its own confidential information of like nature. In accordance with the Sale Agreement and the public commitment embodied in Section ~~3~~1(c) thereof, the Successful Bidder shall not intentionally or knowingly reidentify or attempt to reidentify any Deidentified Data (including, for the avoidance of doubt, to profile consumers or employees of the Debtors), and shall (consistent with the Sale Agreement) contractually obligate any transferees of the Deidentified Data to comply with the terms of the Sale Agreement and this Order. Such transferees of the Deidentified Data shall, with respect to any Deidentified Data transferred to them, be subject to this Order to the same extent as the Successful Bidder, and the terms of this Order and the Sale Agreement shall bind any subsequent or further transferees of such transferees with respect to any subsequently or further transferred Deidentified Data.

9. At the conclusion of Phase 4 under the Deidentification Agent's Statement of Work, in addition to the quality-assurance measurements under Item 10 of Exhibit D thereto, the Deidentification Agent will produce a quantitative statistical assessment concerning the probability of reidentification of consumers or employees of the Debtors under ISO/IEC 27559, taking into account as the data release context the Successful Bidder's commitments under paragraph 8 of this Order and Section 1(c) of the Sale Agreement, as part of the basis for the Deidentification Agent's opinion as to whether the Deidentified Data cannot reasonably be used

12. Union Party Notice to Successful Bidder. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, a Union Party becomes aware that Excluded Union Data was ~~inadvertently included within such Deidentified~~ not removed from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent, then such Union Party may send a written notice to the Successful Bidder identifying with specificity such Excluded Union Data. The Successful Bidder shall, following receipt of such properly issued notice in accordance with this Order, promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Union Data (to the extent such Excluded Union Data is then within the Successful Bidder's possession or control) and (ii) delete such Excluded Union Data from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent; *provided, however*, that nothing herein shall prevent a Union Party from seeking further relief from this Court to prevent public disclosure of Excluded Union Data identified in such notice following such Union Party's delivery of such notice to the Successful Bidder in accordance with this paragraph 12.

13. Successful Bidder Notice to Union Party. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, the Successful Bidder becomes aware that Excluded Union Data is included within the Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, then the Successful Bidder shall promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Union Data (to the extent such Excluded Union Data is then within the Successful Bidder's possession or control); (ii) notify the applicable Union Party upon becoming aware that the Successful Bidder is in possession or control of such Excluded Union

Data; and (iii) delete such Excluded Union Data from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent.

14. Notwithstanding anything to the contrary in this Order, the Motion, the Bidding Procedures, the Sale Agreement or any exhibit, schedule, or ancillary document related thereto, (a) intellectual property rights of any Specified ~~Third Party~~Third Party (as defined in the Sale Agreement) and (b) the Excluded Third-Party Data (as defined in the Sale Agreement) ~~and information that is confidential pursuant to an Existing Third-Party Agreement~~ do not constitute part of the Deidentified Data and are not assets being sold, assigned, transferred, or conveyed to the Successful Bidder pursuant to this Order or the Sale Agreement. The Deidentification Agent shall undertake to remove Excluded Third-Party Data from the In-Scope Data, by implementing the Data Treatment Procedures, including by means of applying Third-Party Search Terms agreed or determined under paragraphs 20 to 22 of this Order, prior to the delivery of the Deidentified Data to the Successful Bidder.

15. Specified Third Party Notice to Successful Bidder. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, a Specified ~~Third Party~~Third Party becomes aware that Excluded Third-Party Data was inadvertently included within such Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, then such Specified ~~Third Party~~Third Party may send a written notice to the Successful Bidder identifying with specificity such Excluded Third-Party Data. The Successful Bidder shall, following receipt of such properly issued notice in accordance with this Order, promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Third-Party Data (to the extent such Excluded Third-Party Data is then within the Successful Bidder's possession or control); and (ii) delete such Excluded Third-Party Data from

the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent; *provided, however*, that nothing herein shall prevent a Specified ~~Third Party~~Third Party from seeking further relief from this Court to prevent public disclosure of Excluded Third-Party Data identified in such notice following such Specified ~~Third Party's~~Third Party's delivery of such notice to the Successful Bidder in accordance with this paragraph 15.

~~16. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, a Specified Third Party becomes aware that other information that is not Excluded Third Party Data but that such Specified Third Party reasonably believes is confidential information of such Specified Third Party pursuant to an Existing Third Party Agreement (such information, "**Asserted Confidential Information**") was included within such Deidentified Data delivered to the Successful Bidder by the Deidentification Agent, then such Specified Third Party may send a written notice (a "**Confidentiality Notice**") to the Successful Bidder which shall (i) identify such Asserted Confidential Information with specificity, and (ii) reasonably substantiate that (x) such Asserted Confidential Information is confidential information of the Specified Third Party pursuant to an Existing Third Party Agreement, and (y) such Asserted Confidential Information was transferred to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement. The Successful Bidder shall, following receipt of such properly issued Confidentiality Notice in accordance with this Order, promptly use reasonable efforts to (i) prevent public disclosure of the Asserted Confidential Information that is the subject of such Confidentiality Notice (to the extent such Asserted Confidential Information is then within the Successful Bidder's possession or control); and (ii) delete such Asserted Confidential Information from the data repositories of Services Output Data delivered to the Successful~~

~~Bidder by the Deidentification Agent; *provided, however*, that nothing herein shall prevent a Specified Third-Party from seeking further relief from this Court to prevent public disclosure of Asserted Confidential Information identified in such Confidentiality Notice following such Specified Third-Party's delivery of such Confidentiality Notice to the Successful Bidder in accordance with this paragraph 16.~~

16. ~~17.~~ Successful Bidder Notice to Specified Third Party. If, following delivery of the Deidentified Data to the Successful Bidder by the Deidentification Agent pursuant to this Order and the Sale Agreement, the Successful Bidder becomes aware that Excluded Third-Party Data ~~is included within the Deidentified~~was not removed from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent, then the Successful Bidder shall promptly use reasonable efforts to (i) prevent public disclosure of such Excluded Third-Party Data (to the extent such Excluded Third-Party Data is then within the Successful Bidder's possession or control); (ii) notify the applicable Specified ~~Third Party~~Third Party upon becoming aware that the Successful Bidder is in possession or control of such Excluded Third-Party Data; and (iii) delete such Excluded Third-Party Data from the data repositories of Services Output Data delivered to the Successful Bidder by the Deidentification Agent.

17. ~~18.~~ Nothing in this Order or the Sale Agreement shall be construed as a determination that Excluded Union Data~~,~~ or Excluded Third-Party Data ~~or Asserted Confidential Information~~ is included within the Deidentified Data delivered to the Successful Bidder by the Deidentification Agent~~, and any~~.

18. Any rights that any Union Party or Specified ~~Third Party~~Third Party has under applicable law, following delivery of a notice to the Successful Bidder pursuant to paragraphs

12~~,~~ or 15 ~~or 16~~ of this Order (and delivery of a copy of such notice to the Debtors), to seek further relief from this Court, including on an emergency basis, in the event that a Union Party or Specified ~~Third Party~~Third Party becomes aware that Excluded Union Data~~,~~ or Excluded Third-Party Data ~~or Asserted Confidential Information~~ (as applicable) is included within such Deidentified Data delivered to the Successful Bidder by the Deidentification Agent or such Excluded Union Data~~,~~ or Excluded Third-Party Data ~~or Asserted Confidential Information~~ is publicly disclosed by the Successful Bidder, are hereby fully preserved.

19. Notwithstanding anything herein to the contrary, to the extent that any person or entity who is not a Union Party or Specified ~~Third Party~~Third Party received notice of the Motion, the Hearing, or the proposed transaction and did not timely object to the sale contemplated by the Sale Agreement or this Order or whose objection has been withdrawn, resolved, or overruled, and provided that the Deidentification Agent performed the Data Treatment Procedures in accordance with this Order and the Data Treatment Procedures, such person or entity shall have no claim or remedy against the Deidentification Agent arising from or relating to: (i) the Deidentification Agent's performance of services pursuant to the Data Treatment Procedures, or this Order; or (ii) the certification delivered under Section 3(c) of the Sale Agreement. For the avoidance of doubt, compliance by the Deidentification Agent with the Data Treatment Procedures shall constitute satisfaction of the Deidentification Agent's obligations under this Order and notwithstanding anything to the contrary in the Master Service Agreement or the Statement of Work, the Deidentification Agent's performance of the Targeted Exclusion Protocol pursuant to the Debtors' directions and instructions in compliance with the Data Treatment Procedures shall constitute satisfaction of the Excluded Information Standard under the Master Service Agreement. The certification delivered under Section 3(c) of the Sale

Agreement is a statement of procedures performed, results measured, and the Deidentification Agent's professional opinion as of its date, and may be relied upon only by the Debtors and the Successful Bidder, in each case as provided in their respective written agreements with the Deidentification Agent. Any claim (including claims for violation of any relevant state or federal law or regulation) by a Union Party or Specified ~~Third Party~~Third Party against the Deidentification Agent or the Successful Bidder arising from or relating to the Data Treatment Procedures or the Deidentified Data shall be brought only in this Court.

20. No later than fifteen (15) days after entry of this Order, each Specified ~~Third Party~~Third Party may propose to the Debtors and the Deidentification Agent full-text search terms, metadata parameters, filters, and other exclusion criteria (collectively, the "**Third-Party Search Terms**") intended to identify information that the Specified ~~Third Party~~Third Party believes in good faith is ~~confidential pursuant to an Existing~~Excluded Third-Party ~~Agreement~~Data in order to enable the removal of such ~~information~~Excluded Third-Party Data from the In-Scope Data prior to delivery of the Deidentified Data to the Successful Bidder. With respect to each Third-Party Search Term, the Specified ~~Third Party~~Third Party shall indicate the category or categories of such ~~information~~Excluded Third-Party Data that such Third-Party Search Term is intended to identify. Any such Third-Party Search Terms shall be reasonably ~~necessary~~sufficient and narrowly tailored to identify ~~such information that the Specified~~Excluded Third-Party ~~believes in good faith is confidential pursuant to an Existing~~Data, in the context of all Third-Party ~~Agreement~~Search Terms applicable to a particular Specified Third Party. The Debtors and each Specified ~~Third Party~~Third Party shall work in good faith to agree upon such Third-Party Search Terms, and the Deidentification Agent shall advise the Debtors on their technical application. For the

avoidance of doubt, to facilitate good faith negotiation of Third-Party Search Terms, the Deidentification Agent shall provide the Debtors with reporting of Third-Party Search Term results setting forth the number of documents containing each Third-Party Search Term and the percentage of documents in the In-Scope Data each Third-Party Search Term identifies. The Debtors shall promptly provide copies of such reports to the applicable Specified Third Party. Subject to paragraphs 21 and 22 of this Order, any information identified by the Deidentification Agent using such agreed Third-Party Search Terms shall be removed from the In-Scope Data by the Deidentification Agent pursuant to the Data Treatment Procedures and shall be considered Excluded Third-Party Data for all purposes of this Order and the Sale Agreement.

21. To the extent that the Third-Party Search Terms include information that is confidential pursuant to an Existing Third-Party Agreement, the Debtors and the Deidentification Agent shall not provide the Third-Party Search Terms to the Successful Bidder without the consent of the Specified ~~Third Party~~Third Party to which such Third-Party Search Terms relate. The Debtors and the Deidentification Agent shall, at the request of the Successful Bidder, provide information (not including any information that is confidential pursuant to an Existing Third-Party Agreement without the consent of the Specified ~~Third Party~~Third Party to which such Third-Party Search Terms relate) to the Successful Bidder that is reasonably necessary for the Successful Bidder to determine (i) the aggregate volume of the In-Scope Data that would be removed from the In-Scope Data pursuant to application of the Third-Party Search Terms applicable to each specific Specified ~~Third Party~~Third Party as well as those applicable to all Specified Third-Parties in the aggregate; and (ii) whether the removal of such data from the In-Scope Data would (x) reduce the aggregate volume of Deidentified Data to be delivered to the Successful Bidder by an amount that exceeds eight percent (8%) of the volume of the In-Scope

Data that would otherwise be delivered to the Successful Bidder prior to the application of any Third-Party Search Terms or Union Search Terms (such event, a "**Material Degradation**") (and, for such purpose, the Third-Party Search Terms shall be applied together with the Union Search Terms in determining whether a Material Degradation has occurred) or (y) cause a failure of a closing condition under Sections 3(c) and 3(d) of the Sale Agreement or prevent the Deidentification Agent from delivering the Deidentified Data to the Successful Bidder in a format and manner consistent with Section 1(a)(ii) of the Sale Agreement.

22. The Debtors and each Specified ~~Third Party~~Third Party, with the technical advice of the Deidentification Agent, shall work in good faith to reach a final agreement with respect to Third-Party Search Terms no later than sixty (60) days following the entry of this Order (the "**Third-Party Search Terms Deadline**"); *provided that*, after the Third-Party Search Terms Deadline, the Debtors, any Specified ~~Third Party~~Third Party or the Successful Bidder may seek relief from this Court with respect to any Third-Party Search Terms that remain in dispute (any such matter, a "**Third-Party Search Term Dispute**"). The only issues before the Court in connection with any Third-Party Search Term Dispute shall be whether (i) the disputed Third-Party Search Terms are reasonably ~~necessary~~sufficient and narrowly tailored to identify ~~information that the Specified~~Excluded Third-Party ~~believes is confidential pursuant to an Existing~~Data, in the context of all Third-Party ~~Agreement,~~Search Terms applicable to a particular Specified Third Party and (ii) such information constitutes information that is ~~confidential pursuant to such Existing~~Excluded Third-Party ~~Agreement~~Data. The Debtors and the Deidentification Agent shall have no obligation to apply any disputed Third-Party Search Term unless the Court finds that such Third-Party Search Term is reasonably ~~necessary~~sufficient and narrowly tailored to identify ~~information that is confidential pursuant to an Existing~~Excluded

Third-Party ~~Agreement~~Data, in the context of all Third-Party Search Terms applicable to a particular Specified Third Party. The determination of the Court shall be final and binding on the Debtors, the Successful Bidder, the Deidentification Agent and the applicable Specified ~~Third Party~~Third Party. Each Specified ~~Third Party~~Third Party that does not timely propose Third-Party Search Terms in accordance with paragraph 20 of this Order shall be forever barred from proposing Third-Party Search Terms or objecting to or otherwise disputing the adequacy of the Third-Party Search Terms.

23. No later than fifteen (15) days after entry of this Order, each Union Party may propose to the Debtors and the Deidentification Agent full-text search terms, metadata parameters, filters, and other exclusion criteria (collectively, the "**Union Search Terms**") intended to identify information that the Union Party believes in good faith is confidential pursuant to a Collective Bargaining Agreement in order to enable the removal of such information from the In-Scope Data prior to delivery of the Deidentified Data to the Successful Bidder. With respect to each Union Search Term, the Union Party shall indicate the category or categories of such information that such Union Search Term is intended to identify. Any such Union Search Terms shall be reasonably ~~necessary~~sufficient and narrowly tailored to identify ~~such information that the~~Excluded Union Data, in the context of all Union Search Terms applicable to a particular Union Party ~~believes in good faith is confidential pursuant to a Collective Bargaining Agreement~~. The Debtors and each Union Party shall work in good faith to agree upon such Union Search Terms, and the Deidentification Agent shall advise the Debtors on their technical application. For the avoidance of doubt, to facilitate good faith negotiation of Union Search Terms, the Deidentification Agent shall provide the Debtors with reporting of Union Search Term results setting forth the number of documents containing each Union Search

Term and the percentage of documents in the In-Scope Data each Union Search Term identifies. The Debtors shall promptly provide copies of such reports to the applicable Union Party. Subject to paragraphs 24 and 25 of this Order, any information identified by the Deidentification Agent using such agreed Union Search Terms shall be removed from the In-Scope Data by the Deidentification Agent pursuant to the Data Treatment Procedures and shall be considered Excluded Employee Data for all purposes of this Order and the Sale Agreement.

24. To the extent that the Union Search Terms include information that is confidential pursuant to a Collective Bargaining Agreement, the Debtors and the Deidentification Agent shall not provide the Union Search Terms to the Successful Bidder without the consent of the Union Party to which such Union Search Terms relate. The Debtors and the Deidentification Agent shall, at the request of the Successful Bidder, provide information (not including any information that is confidential pursuant to a Collective Bargaining Agreement without the consent of the Union Party to which such Union Search Terms relate) to the Successful Bidder that is reasonably necessary for the Successful Bidder to determine (i) the aggregate volume of the In-Scope Data that would be removed from the In-Scope Data pursuant to application of the Union Search Terms applicable to each specific Union Party as well as those applicable to all Union Parties in the aggregate; and (ii) whether the removal of such data from the In-Scope Data would (x) result in a Material Degradation (and, for such purpose, the Union Search Terms shall be applied together with the Third-Party Search Terms in determining whether a Material Degradation has occurred) or (y) cause a failure of a closing condition under Sections 3(c) and 3(d) of the Sale Agreement or prevent the Deidentification Agent from delivering the Deidentified Data to the Successful Bidder in a format and manner consistent with Section 1(a)(ii) of the Sale Agreement.

25. The Debtors and each Union Party, with the technical advice of the Deidentification Agent, shall work in good faith to reach a final agreement with respect to Union Search Terms no later than sixty (60) days following the entry of this Order (the "**Union Search Terms Deadline**"); *provided that*, after the Union Search Terms Deadline, the Debtors, any Union Party or the Successful Bidder may seek relief from this Court with respect to any Union Search Terms that remain in dispute (any such matter, a "**Union Search Term Dispute**"). The only issues before the Court in connection with any Union Search Term Dispute shall be whether (i) the disputed Union Search Terms are reasonably ~~necessary~~sufficient and narrowly tailored to identify ~~information that the~~Excluded Union Data, in the context of all Union Search Terms applicable to a particular Union Party ~~believes is confidential pursuant to a Collective Bargaining Agreement,~~ and (ii) such information constitutes information that is confidential pursuant to such Collective Bargaining Agreement. The Debtors and the Deidentification Agent shall have no obligation to apply any disputed Union Search Term unless the Court finds that such Union Search Term is reasonably ~~necessary~~sufficient and narrowly tailored to identify ~~information that is confidential pursuant to a Collective Bargaining Agreement.~~Excluded Union Data, in the context of all Union Search Terms applicable to a particular Union Party. The determination of the Court shall be final and binding on the Debtors, the Successful Bidder, the Deidentification Agent and the applicable Union Party. Except for Third-Party Search Term Disputes and Union Search Term Disputes (collectively, "**Search Term Disputes**"), which are expressly reserved to be heard in accordance with paragraphs 22 and 25 of this Order, respectively, all objections and reservations of rights with respect to the sale of the Deidentified Data, the Sale Agreement, the Data Treatment Procedures, and the entry of this Order remain overruled and denied on the merits with prejudice as set forth in paragraph 2 of this Order, and no Search Term Dispute shall

be the occasion for any challenge to the foregoing. Each Union Party that does not timely propose Union Search Terms in accordance with paragraph 23 of this Order shall be forever barred from proposing Union Search Terms or objecting to or otherwise disputing the adequacy of the Union Search Terms.

26. If (x) the Debtors, the Deidentification Agent and the Specified ~~Third Parties~~Third Parties or the Union Parties, as applicable, reach an agreement that Third-Party Search Terms or Union Search Terms shall be applied, or (y) the Court determines that one or more disputed Third-Party Search Terms or Union Search Terms shall be applied and, following such application, a Material Degradation has resulted, individually (when applying the Third-Party Search Terms applicable to one Specified ~~Third Party~~Third Party or the Union Search Terms applicable to one Union Party) or in the aggregate (when applying the Third-Party Search Terms applicable to all Specified Third-Parties together with the Union Search Terms applicable to all Union Parties), then the Deidentification Agent shall promptly provide the resulting volume measurement to the Debtors and the Successful Bidder, and the Debtors shall provide notice of such Material Degradation to the Successful Bidder (a "**Material Degradation Notice**"). The Successful Bidder may terminate the Sale Agreement by written notice to the Debtors and the Deidentification Agent within ten (10) business days of receipt of a Material Degradation Notice, in which case the Successful Bidder shall not be required to accept delivery of the Deidentified Data or remit payment of the Purchase Price. If the Successful Bidder fails to deliver such written notice within such ten (10) business day period, the Successful Bidder shall be deemed to have waived its right to so terminate the Sale Agreement on account of such Material Degradation Notice.

~~27. After the filing of the Deidentification Agent's certification, upon the written request of a Specified Third-Party or Union Party, the Debtors shall, no later than 30 days following such request, provide to such Specified Third-Party or Union Party the information on the exclusion manifest delivered by the Deidentification Agent to the Debtors pursuant to the Deidentification Agent's Statement of Work that is applicable to such Specified Third-Party or Union Party.~~

27. As soon as reasonably practicable, and no later than five (5) business days after the Debtors receive the exclusion manifest from the Deidentification Agent under the Statement of Work, the Debtors shall affirmatively provide each Specified Third Party or Union Party the portion of the exclusion manifest applicable to such Specified Third Party or Union Party.

28. Nothing in this Order or the Sale Agreement shall impair or otherwise limit any rights or defenses of the Debtors, the Deidentification Agent, any Specified ~~Third-Party~~Third Party, any Union Party or the Successful Bidder with respect to Excluded Third-Party Data~~,~~ or Excluded Union Data~~, Asserted Confidential Information~~ or the intellectual property rights of any Specified ~~Third-Party~~Third Party.

29. This Order, the Sale Agreement and the Data Treatment Procedures 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, the Deidentification Agent (to the extent of its obligations under the Data Treatment Procedures), each Specified ~~Third-Party~~Third Party, 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

terminate any of the interests as set forth in this Order as of the closing of the sale. 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 Successful Bidder 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.

33. Each holder of a 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 of the sale.

34. 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

36. The Original 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.

37. 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. The Debtors may only accept the Alternate Bid on the condition that the Alternate Bid shall not limit any protections or remedies afforded to any Specified Third Party or Union Party under this Order, which shall bind the Alternate Bidder notwithstanding any omission or inconsistent provision in the Alternate Sale Agreement.

38. 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.

39. 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.

40. 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

Exhibit B

Further Revised Sale Agreement

BILL OF SALE

This Bill of Sale (this "**Agreement**") is entered into as of [●], 2026, by and among Google LLC, a Delaware limited liability company ("**Buyer**"), and Spirit Airlines, LLC, a Delaware limited liability company (together with each of its affiliated debtors and debtors-in-possession in the Bankruptcy Cases, collectively, the "**Seller**"). Buyer and the Seller are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

WHEREAS, on August 29, 2025, Spirit Airlines, LLC and its affiliates each commenced voluntary cases (the "**Bankruptcy Cases**") 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**");

WHEREAS, Buyer has agreed to purchase from the Seller, and the Seller has agreed to sell to Buyer, all of the Assets (as defined below), free and clear of all liens, claims, encumbrances and other interests of any kind (collectively, "**Claims**"), upon the terms and subject to the conditions set forth in this Agreement (collectively, the "**Transaction**");

WHEREAS, the Parties intend to effectuate the Transaction through a sale of the Assets pursuant to section 363 of the Bankruptcy Code and the authorization granted by the Bankruptcy Court pursuant to the Bidding Procedures Order;[1] and

WHEREAS, Buyer and the Seller now desire to consummate the Transaction as set forth herein by the execution and delivery of this Agreement in order to give immediate effect thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Asset Transfer*.

(a) The Seller hereby irrevocably sells, assigns, transfers and conveys to Buyer, and Buyer hereby purchases, acquires and takes assignment from the Seller of, all of the Seller's right, title and interest in, to and under all of the assets set forth on **Exhibit A** hereto (the "**Assets**") for an aggregate purchase price equal to Ten Million U.S. Dollars ($10,000,000.00) (the "**Purchase Price**"), with delivery of the Assets to be made in deidentified form in accordance with Section 1(a)(ii) following, and in no event prior to, the satisfaction (or waiver) of the conditions set forth in Section 3; *provided that*:

[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* [ECF No. 1213].

(i) it is the express intention of the Parties that the Assets *shall not* include information that identifies, relates to, describes, or is reasonably capable of being associated with a consumer or an employee of Seller, or is otherwise considered "personal data", "personal information", "nonpublic personal information" or other similar term under applicable data protection laws (such information, "**Personal Data**," *provided that*, for the avoidance of doubt, the definition of Personal Data does not include Deidentified Data (as defined below));

(ii) Seller shall not transmit the data described in Items 1 and 2 of **EXHIBIT A** (such data, the "**In-Scope Data**") directly to Buyer, but shall instead transmit such data to a third party designated by Seller and reasonably acceptable to Buyer (such a third party, a "**Deidentification Agent**") in order to: (A) take reasonable measures as set forth in Section 3(c) below to remove or transform certain data elements such that the data cannot reasonably be used to infer information about, or otherwise be linked to, either a particular consumer or a particular employee of Seller (such transformed data, "**Deidentified Data**," and the process of such transformation, "**Deidentification**" or "**Deidentifying**"); (B) remove Excluded Employee Data and Excluded Third-Party Data (each as defined in **EXHIBIT A** hereto) (the process of such removal, "**Exclusion**"); and (C) migrate such data in a format that is reasonably acceptable to Buyer for further delivery to Buyer (the process of Deidentification, Exclusion and data migration, collectively, the "**Data Treatment Process**");

(iii) Buyer shall be solely responsible for any and all costs and expenses incurred in connection with the Data Treatment Process in accordance with Section 1(a)(ii); *provided that*, for the avoidance of doubt, any such costs and expenses shall not reduce the amount of the Purchase Price; *provided further that*, the Data Treatment Process described in Section 1(a)(ii) shall be conducted under the supervision of Seller in accordance with the Data Treatment Procedures (as defined below); and

(iv) the Deidentification Agent shall deliver the Assets to Buyer upon the certified completion of the Data Treatment Process consistent with Section 3(c)Section 3, and such delivery by the Deidentification Agent to the Buyer shall be deemed delivery by the Seller to Buyer for all purposes of this Agreement.

(b) Notwithstanding anything herein to the contrary:

(i) The Assets shall not include any communications, documents, or other information protected by any attorney-client privilege, work product or similar protection (the foregoing items, "**Privileged Materials**"). To the extent that, following the transfer of the Assets, the Seller determines that the transferred Assets contain any Privileged Materials inadvertently transferred or not removed by the Seller prior to the transfer of the Assets to Buyer: (A) this Agreement or such transfer of such Privileged Materials to Buyer shall not result in the loss of any attorney-client privilege, work product or other similar protection; and such protections shall continue to belong solely to, and will solely be controlled by, the

Seller (and Buyer shall not assert otherwise); (B) the Seller shall notify Buyer of such inadvertent transfer or failure to remove such Privileged Materials; and (C) following Buyer's receipt of such notice, Buyer shall promptly (x) use reasonable efforts to prevent public disclosure of such identified Privileged Materials (to the extent such Privileged Materials are then within Buyer's possession or control) and (y) take all other steps necessary to preserve Seller's attorney-client privilege, work product or other similar protection with respect to such identified Privileged Materials consistent with the Confidentiality Agreement dated as of June 18, 2026 between the Buyer and Spirit Aviation Holdings, Inc.

(ii) The Seller shall have the right to retain copies of any and all data included in the Assets solely for purposes of winding down the Seller's business or complying with applicable law or statutory requirements in connection therewith. For the avoidance of doubt, the Seller shall not sell, assign or transfer the In-Scope Data or any interest in such data to any purchaser other than Buyer or to any other third-party, and shall not use such data for any commercial or other purpose than the administration of the winding down of the Seller's business or compliance with applicable law or statutory requirements; *provided that* the Seller may sell its customer data list, which includes individual traveler spend aggregated by year, to third-parties in hospitality, travel, leisure or related industries.

(c) Buyer publicly commits (i) to maintain and use the Deidentified Data in deidentified form not associated with any consumer or employee of Seller, and (ii) that it will not intentionally or knowingly reidentify or attempt to reidentify the Deidentified Data with any person or household. If Buyer has not made such a commitment in a broadly accessible public document (*e.g.*, Buyer's publicly posted privacy notice), Buyer acknowledges and agrees that the commitments, representations, warranties and agreements made through this Agreement constitute a public commitment as required under applicable data protection laws. For the avoidance of doubt, Buyer shall have the right to transfer Deidentified Data to third parties, *provided* that Buyer contractually obligates such transferees to comply with the provisions of this Section 1(c) and the Sale Order.

Section 2. *Payment of Purchase Price*. Contemporaneously with the delivery of the Assets to Buyer in accordance with Section 1, Buyer shall deliver the Purchase Price in immediately available funds by transfer to the account of the Seller set forth on **Exhibit B** hereto.

Section 3. *Conditions Precedent*. The respective obligations of each Party to consummate the Transaction are subject to the satisfaction (or waiver by the Parties) of the following conditions; provided that the conditions set forth in Section 3(b) and Section 3(c) may not be waived, in whole or in part, except pursuant to an order of the Bankruptcy Court:

(a) receipt of duly executed signature pages from each Party;

(b) the entry of an order of the Bankruptcy Court approving the sale and the transfer of the Assets in form and substance reasonably acceptable to the Parties (the "**Sale Order**");

(c) the Deidentification Agent shall have certified to Buyer's reasonable satisfaction that, in each case in accordance with the procedures applicable to the Data Treatment Process as agreed between the Seller, the Buyer and the Deidentification Agent and approved by the Sale Order (such agreed process approved by the Sale Order, the "**Data Treatment Procedures**"): (i) the Assets have been deidentified in accordance with applicable laws (including, to the extent applicable to U.S. consumers, using the standard for de-identification set forth under the California Consumer Privacy Act, as amended, regardless of whether such statute does, or does not, apply to the Assets, and for any "protected health information" or other consumer health-related data, using the standard for de-identification set forth under 45 C.F.R. § 164.514) and prevailing applicable industry standards for data deidentification, in each case, while preserving referential integrity across the data set; and (ii) Excluded Employee Data and Excluded Third-Party Data have been removed from the Assets transferred to Buyer;

(d) the Assets are capable of being transferred to Buyer in the format and manner specified on **Exhibit A** hereto; and

(e) except for the process described in Section 1(a)(ii) and Section 3(c), no portion of the Assets has been deleted, modified or removed other than (i) in the ordinary course of business consistent with the Seller's past practice, (ii) *de minimis* amounts of data removed by the Seller as reasonably necessary to preserve the Seller's attorney-client privilege, work product or other similar protections, or (iii) with the consent of the Buyer.

Section 4. *Further Assurances*. Each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements or otherwise to consummate and make effective the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, the Seller shall (a) execute and deliver any instruments of conveyance, bills of sale, assignments or other documents reasonably requested by Buyer to effectuate the transfer of the Assets free and clear of all Claims; (b) at Buyer's expense, cooperate with Buyer in good faith and use commercially reasonable efforts to assist Buyer in obtaining possession and control of the Assets, including, without limitation, any credentials or access keys necessary for Buyer's use of the Assets (if any); and (c) provide Buyer with a reasonable opportunity to review and comment on the Data Treatment Process conducted by the Deidentification Agent and give good faith consideration to Buyer's comments to ensure the Data Treatment Process is reasonably satisfactory to Buyer, provided that such comments shall not cause the Deidentification Agent to limit or refrain from the Deidentification of any Personal Data or the Exclusion of any Excluded Employee Data or Excluded Third-Party Data; *provided*, that if any data or proprietary software, computer program or application set forth on **Exhibit A** hereto is not in the possession or control of Seller as of the execution and delivery hereof, the Seller shall use commercially reasonable efforts to obtain possession

or control of, and deliver or cause to be delivered to Buyer, such data or proprietary software, computer program or application as promptly as reasonably practicable.

Section 5. *Assignment and Assumption of Contracts*. Notwithstanding anything to the contrary in this Agreement, no contracts, agreements, licenses or other arrangements of the Seller shall be assumed by the Seller or assigned to Buyer pursuant to this Agreement or the transactions contemplated hereby, and Buyer shall have no liability or obligation with respect to any such contracts, agreements, licenses or other arrangements.

Section 6. *Representations and Warranties*. The Seller represents and warrants to Buyer that:

(a) the Seller is the sole and exclusive owner of the Assets and has good and valid title to, and the full right to sell, assign, transfer, convey and deliver, the Assets, free and clear of all Claims;

(b) to the best of the Seller's knowledge, the In-Scope Data represents substantially all data assets that (i) the Seller solely and exclusively owns and that the Seller may sell, assign, transfer, convey, and deliver to the Buyer under this Agreement, and (ii) are the same as, or are substantially similar to, any other data asset or category of data assets described as "Included" in the Assets Schedule (as defined in **Exhibit A** hereto);

(c) the Seller has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and no further consents or approvals are required for the Seller to consummate the Transaction, except as otherwise set forth herein or in connection with the Bankruptcy Cases;

provided, however, that the representations and warranties of the Seller contained in this Section 6 are made as of the date hereof and again as of the date of delivery of the Assets, and shall not survive the consummation of the Transaction in accordance with the terms and conditions set forth in Section 1, Section 2 and Section 3; *provided, further*, that notwithstanding anything in this Agreement to the contrary (including Section 7), nothing in this Agreement shall limit, waive or release any claim based on fraud.

Section 7. *Disclaimers*. BUYER ACKNOWLEDGES AND AGREES THAT THE SELLER IS CONVEYING THE ASSETS WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED AT COMMON LAW, BY STATUTE, OR OTHERWISE (ALL OF WHICH THE SELLER HEREBY DISCLAIMS), RELATING TO (a) THE MERCHANTABILITY, DESIGN, OR QUALITY OF ASSETS, (b) THE FITNESS OF THE ASSETS FOR ANY PARTICULAR PURPOSE, (c) NON-INFRINGEMENT, (d) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO BUYER OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO OR (e) ANY OTHER MATTER WHATSOEVER (INCLUDING THE ACCURACY OR COMPLETENESS

OF ANY INFORMATION PROVIDED TO BUYER), IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT BUYER WILL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS AND THAT BUYER HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS BUYER DEEMS APPROPRIATE AND BUYER IRREVOCABLY WAIVES ANY AND ALL CLAIMS IT MAY HAVE AGAINST THE SELLER OR ANY AFFILIATE OF THE SELLER ASSOCIATED WITH THE ASSETS.

Section 8. *Notices*. All notices, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given (a) when delivered by hand (with written confirmation of receipt), (b) when sent by email (with read receipt received), (c) one business day following the day sent by overnight courier (with written confirmation of receipt), or (d) when received by the addressee, if sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate addresses and representatives (if applicable) set forth below (or to such other addresses and representatives as a Party may designate by notice to the other Parties):

(i) If to the Seller, then to:

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

and

PJT Partners LP
280 Park Avenue
New York, New York 10017
Attn: soar_asset_sales@pjtpartners.com

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

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attn: Marshall S. Huebner (marshall.huebner@davispolk.com)
Darren S. Klein (darren.klein@davispolk.com)
Christopher S. Robertson (christopher.robertson@davispolk.com)

(ii) If to Buyer:

Google LLC
1600 Amphitheatre Parkway

Mountain View, CA 94043
Attn: M&A Legal
E-mail: ma-notice@google.com

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

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attn: Sean O'Neal (soneal@cgsh.com)
Glenn McGrory (gmcgrory@cgsh.com)
Charles Allen (callen@cgsh.com)

Section 9. *Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.*

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement will be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes, which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing will be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such proceeding; *provided* that, if the Bankruptcy Cases are closed pursuant to Section 350 of the Bankruptcy Code, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York or any New York state court located in the Borough of Manhattan, New York, New York, and any appellate court from any thereof for the resolution of any such claim or dispute. The Parties each hereby irrevocably waive, to the fullest extent permitted by applicable laws, the defense of an inconvenient forum to the maintenance of any such Proceeding. The Parties each consent to service of process by mail (in accordance with Section 8) or any other manner permitted by law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY OR SUCH PARTY'S REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

Section 10. *Headings*. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 11. *Counterparts*. This Agreement may be executed in one (1) or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by email attachment will be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

Section 12. *Miscellaneous*. The terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective successors and assigns, and nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under, or in respect of, this Agreement or any provision contained herein. This Agreement will inure to the benefit of and bind the respective successors and assigns of the Parties. This Agreement may be terminated, amended or modified, and any of the terms, covenants or conditions hereof may be waived, only by a writing signed by each of the Parties or, in the case of a waiver, by the Party or Parties waiving compliance; *provided that*, notwithstanding the foregoing, Section 1(c), Section 3(c) and clauses A–F of **Exhibit A** shall not be waived, modified or amended except pursuant to an order of the Bankruptcy Court. Each term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason whatsoever, that term or provision shall be ineffectual and void and the validity of the remainder of this Agreement shall not be adversely affected thereby. Each of the Parties has been represented by its own counsel and acknowledges that it has participated in the drafting of this Agreement, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in connection with the construction or interpretation of this Agreement.

[*Remainder of this page is intentionally left blank*]

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties herein have executed this Bill of Sale as of the date set forth in the first paragraph hereof.

BUYER:

GOOGLE LLC

By: _____
Name:
Title:

THE SELLER:

SPIRIT AIRLINES, LLC

By: _____
Name:
Title:

EXHIBIT A

Assets

All of the Seller's right, title and interest in, to and under the following, in each case subject to (x) the completion of the Data Treatment Process and (y) clauses A–F below:

1. All data designated as "Included" in the schedule of assets attached to this **Exhibit A** (the "**Assets Schedule**").

2. All software, computer programs and applications owned by the Seller that have been developed by the Seller, including, without limitation, all associated source code, object code, architecture, software models, plugins, data files, algorithms, libraries, compilers, subroutines, tools and APIs, as well as all data and documentation relating to the development, use, operation and maintenance of such software, computer programs and applications (including, without limitation, technical specifications, user manuals, training materials and system documentation).

For the avoidance of doubt and notwithstanding anything to the contrary:

A. Pursuant to Section 1(a) of the Agreement, the Assets shall not include any Personal Data (it being understood that, accordingly, the Assets shall not include the Seller's customer list nor any Personal Data related to consumers or employees of Seller).

B. Pursuant to Section 1(b) of the Agreement, the Assets shall not include any Privileged Materials.

C. The Assets shall not include: (i) employee medical and disability data; (ii) employee drug or alcohol testing records, including any written statement as to the basis for a "reasonable suspicion" test (as defined in an applicable Collective Bargaining Agreement) and information contained therein; (iii) FAA pilot and flight attendant records, including but not limited to certificate or enforcement data; (iv) confidential labor-related investigations, grievance and arbitration files, settlement agreements, disciplinary files and counseling records, mediation-related records, leave, performance, accommodation, union or collective bargaining records; (v) employee bank records; (vi) crew base and crew pairing information; (vii) FAA certificate numbers; (viii) employee W-4s, I-9s, and copies of employee certificates, licenses, and passports; (ix) employee payroll records; (x) flight crew fatigue reports; (xi) flight attendant and pilot time cards; (xii) Record of Arrest and Prosecution Back files; (xiii) Aviation Safety Action Program (ASAP) materials, including reports submitted under any such program of the Seller, Event Review Committee records and determinations, corrective action records and program manager files, and any information shared between any such program and the Federal Aviation Administration's Air Traffic Safety Action Program (ATSAP) under the Confidential Information Share Program (CISP) Memorandum of

Understanding; (xiv) free-text and voice-contact communications transmitted through the Aircraft Communications Addressing and Reporting System (ACARS) between flight crew and flight operations, dispatch or maintenance; (xv) Line Operations Safety Audit (LOSA) data; (xvi) the safety reports and notifications specified in Chapter 8.4.11 of the Spirit's Flight Operations Manual; (xvii) audio and visual recordings of flight attendants; (xviii) biometric data, (xix) the advanced qualification program databases, and CFR Part 121 N and O training records; (xx) Flight Operations Quality Assurance Program (FOQA) and FOQA Data Sharing (Cross Talk) information (such data described in the foregoing clauses (i) through (xx), including any Excluded Union Data[2] of a Union Party[3] contained in such data described in such foregoing clauses, "**Excluded Employee Data**"); *provided, however*, that any Excluded Employee Data described in the foregoing clauses (i) through (xvi) not reasonably capable of removal in accordance with the Data Treatment Procedures shall be subject to Deidentification in accordance with Section 1(a)(ii) of the Agreement and shall thereafter be considered Deidentified Data (and not Excluded Employee Data) for all purposes of this Agreement; *provided, further*, that the Assets shall not include Excluded Employee Data described in the foregoing clauses (xvii) through (xx) (whether or not deidentified).

D. The Assets shall not include information that is confidential information of a Specified Third Party[4] pursuant to an agreement existing as of the date of the entry of the Sale Order between such Specified Third Party and the Debtors (such an agreement, an "**Existing Third-Party Agreement**" and such information, "**Excluded Third-Party Data**").

E. The Assets shall not include any intellectual property rights of any Specified Third Party.

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[2] "**Excluded Union Data**" means, to the extent such information is confidential pursuant to a collective bargaining agreement existing as of the date of the entry of the Sale Order between any Debtor and a Union Party (a "**Collective Bargaining Agreement**"): (i) employee medical information related to FMLA leave; (ii) information related to company medical examinations of employees; (iii) records of any quarterly grievance mediations between any Debtor and a Union Party; (iv) the information described in clause C(ii) of this Exhibit A, (v) the information described in clause C(xiii) of this Exhibit A, and (vi) the information described in clause C(xx) of this Exhibit A.

[3] "**Union Party**" means each of Association of Flight Attendants-CWA, AFL-CIO, Air Line Pilots Association, International, International Association of Machinists and Aerospace Workers, Transport Workers Union Local 570, and Professional Airline Flight Control Association.

[4] "**Specified Third Party**" means (i) each of Springshot, Inc., Airbus S.A.S., Lufthansa Technik AG, International Aero Engines LLC, IAE International Aero Engines AG, RTX Corporation, Pratt & Whitney Division, Hamilton Sundstrand Corporation (a part of Collins Aerospace), AerCap Ireland Limited, General Electric Company (d/b/a GE Aerospace), CFM International, Inc., Navitaire LLC, Amadeus IT Group, S.A., Travelir Limited, TravelXchange Inc., Jeppesen ForeFlight, Inc., Sabre Inc., Mastercard International Incorporated, and Expedia Group, Inc. and (ii) any entity controlling, controlled by or under common control with any entity listed in the preceding clause (i) as of the date of the entry of the Sale Order.

F. The Assets shall not include the data repositories designated as "Not Included" in the Assets Schedule.

Assets Schedule

ASSET SCHEDULE								
Data Category / Description		**Spirit/SAAS**	**Metric**	**Volume**	**Age**	**System**	**Google's Data Purchase Request**	**Data Format**
Customer Behavior	**Classification**						Not Included	**For Microsoft 365 Data:** Retain and transfer all emails, OneDrive, SharePoint, and Teams data within the native Microsoft 365 environment. **For Non-Microsoft 365 Document Data (e.g., SAP, Navitaire, UKG):** Export and share in standard, easily restorable, and machine-readable formats (such as CSV, JSON, or native SQL dumps).
Customer Insights		Spirit			From 5/2017	Navitaire	Not Included	
Customer Profiles	Customer Data		Passengers	97,500,000			Not Included	
Loyalty		Spirit			From 12/2020	Navitaire Loyalty	Not Included	
Savers Club	Customer Data		Members	2,200,000			Not Included	
Free Spirit Members	Customer Data		Members	50,200,000			Not Included	
Total Earned Miles	Customer Data		Miles	44,000,000			Not Included	
CC Holders	Customer Data		Members	740,000			Not Included	
BOA CC Members	Customer Data		Members	70%*			Not Included	
Email Behavior		Spirit			From 10/2024	Oracle Reponsys	Not Included	
Active Email Addresses	Customer Data		Addresses	13,700,000			Not Included	
Email Activity	Customer Data		Campaigns YTD	2,700			Not Included	
Social Media	Customer Data	Spirit	Posts		From 3/2022	SprinkIr	Not Included	
Surveys		Spirit			From 12/2023	Qualtrics/Popplo	Not Included	
Brand Tracker Survey	Customer Data		Surveys Taken	1,650			Not Included	
Post-Purchase Survey	Customer Data		Surveys Taken	1,446,033			Not Included	
NPS							Not Included	
GSAT (Airport, Call Center, etc.)							Not Included	
Chat	Customer Data	Spirit			From 1/2024	Quiq	Not Included	
Handled Chat Sessions			Sessions	15,784,473			Not Included	
Calls	Customer Data	Spirit			From 1/2021	Calabrio/Cresta	Not Included	
Handled Calls			Call Recordings	30,865,471			Not Included	
Phone Numbers		Spirit	Telephone numbers	7,341,857			Not Included	
eCommerce							Not Included	
Website Analytics	Customer Data	Spirit			From 7/2024	GA4/DataBricks	Not Included	
Unique Users			YTD	43,117,864			Not Included	
Searches			YTD	41,414,953			Not Included	
Purchases			YTD	2,418,201			Not Included	
Finance & Accounting							Included	
AP & Vendor information	Business Systems	Spirit	Vendor ID	97,603		SAP	Included	
Invoice and PO Information	Business Systems	Spirit			From 1/2019	Coupa	Included	
Invoices			Documents	851,590			Included	
Revenue Accounting	Business Systems	Spirit				SAP	Included	
Cost Accounting	Business Systems	Spirit		1,849,736		SAP	Included	
Treasury	Business Systems	Spirit				SAP	Included	
Financial models/forecasting files							Included	
Presentations related to a range of topics, including capital projects, budget walkthroughs, BOD approvals, and BOD financial updates							Included	
Corp Dev documents (Deal pipelines, company and industry analyses, data room materials, DD review reports, investment committee reports, lender materials; Mergers and Acquisions fairness opinions etc.)							Included	
Ops							Included	
Airline Operations (Movement Manager)	Business Systems	Spirit			From 4/2023	Movement Manager	Included	
Spirit Flights			Flights Flown	763,391			Included	
Airline Operations Benchmark (OA)	Business Systems	Spirit			From 1/2017	MAS	Included	
Flown Stats (MAS)			Flight Count	74,163,945			Included	
Scheduled Flights (Airline Data)			Flight Count	57,362,400			Included	
Crew Base			Number of Crew	4,600			Not Included	
Crew Pairing Information	Business Systems	Spirit			From 1/2021	CrewTrac	Not Included	
Pairings			Count	5,014,676			Not Included	
IROP (ITS)	Business Systems	Spirit	Reaccooms	3,000,347,472	From 2/2018	ITS	Included	
MRO	Business Systems	Spirit				TRAX	Included	
Parts Received			Parts	787,452			Included	
Scheduled Tasks			Tasks	459,828			Included	
Parts Transferred			Transfers	313,646			Included	
Fuel Data	Business Systems	Spirit	FuelSlips	1,239,196	From 6/2021	SkyMetrix	Included	
Customer/DOT							Not Included	
Disability	Regulatory	Spirit			From 7/2023	Navitaire	Not Included	
Disability SSRs			SSRs	2,491,715			Not Included	
DOT Complaints			Complaints	7,790			Not Included	
MBR	Regulatory	Spirit			From 3/2025	Netracer	Not Included	
DOT Complaints			Complaints	338,531			Not Included	
Denied Boarding	Regulatory	Spirit			From 1/2024	Custom spirit app	Not Included	
Guest Complaints/Comments (Dynamics)	Regulatory	SaaS			From	Dynamics	Not Included	
Revenue							Included	
Pricing	Business Systems	Spirit				Databricks	Included	
Base Fare (PROS)			Count	24,510,638	From 7/2025		Included	
Booking Curve	Business Systems	Spirit			From 1/2023	Databricks	Included	
Farebasis Observations			Count	3,530,769,431			Included	
Base Fare Pricing Competitor (Infare)	Business Systems	Spirit			From 1/2021	Infare	Included	
Flight Observations			Count	7,250,630,887			Included	
Packages	Business Systems	Spirit			From	Priceline	Included	
Hotel			Count	56,517			Included	
Car			Count	231,049			Included	
On Board Purchasing	Business Systems	Spirit			From 10/2021	Retail in Motion	Not Included	
Purchases			Count	29,000,147			Not Included	
Revenue Data	Business Systems	Spirit			From 5/2008	Navitaire	Not Included	
PNRs (confirmation)			Count	190,312,864			Not Included	
Transactions			Count	7,510,221,520			Not Included	
Elavon	Business Systems	Spirit			From 12/2022	Elavon	Included	
Transactions			Count	78,432,834			Included	
Wifi Sales	Business Systems	Spirit			From 10/2021	Thales	Not Included	
Inflight Purchases			Wifi Codes	6,064,052			Not Included	
Advanced Purchases			Wifi Codes	5,118,977			Not Included	
Refunds	Business Systems	Spirit			From 3/2020	Navitaire	Not Included	
Issued Refunds			Count	9,292,480			Not Included	
Credit Shells	Business Systems	Spirit			From 3/2020	Navitaire	Not Included	
Issued Credit Shells			Count	18,244,428			Not Included	
Vouchers	Business Systems	Spirit			From 3/2009	Navitaire	Not Included	
Issued Vouchers			Count	12,139,319			Not Included	
Team Member							Included	
Time Card Information		Sprit/SaaS	Count	1,092,000	From 12/2012	Kronos	Not Included	
Employee Data	Business Systems	Spirit			From 8/1986	UKG Core	Included	
Employee Records			Employees	175,658			Included	
Cobus	Business Systems	SaaS					Included	
Employee Business Travel Records			Travel Requests			Custom App	Included	
Concur	Business Systems					Concur	Included	
Training	Business Systems						Included	
Corporate Employee Training Records		SaaS	EmployeeTrainings			SumTotal	Included	
Crew Training Records			Crew Trainings			SumTotal	Included	
iCims	Business Systems					Icims	Included	
Documents							Included	
Payroll Records	Regulatory	Spirit	Count	3,426,618	From 6/2016	ADP	Not Included	
Employee Tax Forms	Regulatory	Spirit	Count	148,018	From 6/2016	UKG Core	Not Included	
Employee Documents	Productivity	Spirit			From 2018	Microsoft	Included	
Emails			Count	1,986,737,423			Included	
Email Accounts			Count	90,967			Included	
Sharepoint & OneDrive			Count	90,847,707			Included	
Teams			Count	663,530,348			Included	
IT Tickets	Productivity	Spirit	Count	667,563		Service Now	Included	
Incorporation Documents	Regulatory	Spirit	Count		From Jan 2023	Sharpoint/OneDrive	Included	
Corporate Tax Documents	Regulatory	Spirit	Count	500	From Jan 2023	Sharepoint/OneDrive	Included	
Code Data							Included	- Bare Git repositories or Git bundle files for repository content (one zipfile per repo containing the output of "git clone" on the repo) - JSONL for metadata (commits, PRs, Issues, comments).
Source code repos: web, mobile, and backend				516 repos; ~30M Lines of Code			Included	
Pull Request & Merged Pull Request (including metadata such as descriptions, comments, and review threads)				43,170			Included	
Commit History: Full git history including commit messages, diffs, author info, and timestamps.				372,585			Included	
Issues: Bug reports/issues and associated discussion threads							Included	
Test & Build Artifacts: Continuous Integration/Continuous Deployment (CI/CD) pipeline logs, automated test execution results, and code coverage reports							Included	

EXHIBIT B

The Seller Wire Instructions

[To be provided]

Exhibit B-1

Redline Against the Original Sale Agreement

BILL OF SALE

This Bill of Sale (this "**Agreement**") is entered into as of [●], 2026, by and among Google LLC, a Delaware limited liability company ("**Buyer**"), and Spirit Airlines, LLC, a Delaware limited liability company (together with each of its affiliated debtors and debtors-in-possession in the Bankruptcy Cases, collectively, the "**Seller**"). Buyer and the Seller are sometimes referred to herein collectively as the "**Parties**" and individually as a "**Party**."

WHEREAS, on August 29, 2025, Spirit Airlines, LLC and its affiliates each commenced voluntary cases (the "**Bankruptcy Cases**") 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**");

WHEREAS, Buyer has agreed to purchase from the Seller, and the Seller has agreed to sell to Buyer, all of the Assets (as defined below), free and clear of all liens, claims, encumbrances and other interests of any kind (collectively, "**Claims**"), upon the terms and subject to the conditions set forth in this Agreement (collectively, the "**Transaction**");

WHEREAS, the Parties intend to effectuate the Transaction through a sale of the Assets pursuant to section 363 of the Bankruptcy Code and the authorization granted by the Bankruptcy Court pursuant to the ~~Wind Down Order[1] and/or the~~ Bidding Procedures Order~~,[2] as applicable~~;[1] and

~~[1] "**Wind Down Order**" means 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].~~

~~[2] "**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* [ECF No. 1213].~~

[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* [ECF No. 1213].

WHEREAS, Buyer and the Seller now desire to consummate the Transaction as set forth herein by the execution and delivery of this Agreement in order to give immediate effect thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Section 1. *Asset Transfer*.

(a) The Seller hereby irrevocably sells, assigns, transfers and conveys to Buyer, and Buyer hereby purchases, acquires and takes assignment from the Seller of, all of the Seller's right, title and interest in, to and under all of the assets set forth on **Exhibit A** hereto (the "**Assets**") for an aggregate purchase price equal to Ten Million U.S. Dollars ($10,000,000.00) (the "**Purchase Price**"), with delivery of the Assets to be made in deidentified form in accordance with Section 1(a)(ii) following, and in no event prior to, the satisfaction (or waiver) of the conditions set forth in Section 3; *provided that*:

(i) it is the express intention of the Parties that the Assets *shall not* include information that identifies, relates to, describes, or is reasonably capable of being associated with a consumer or an employee of Seller, or is otherwise considered "personal data", "personal information", "nonpublic personal information" or other similar term under applicable data protection laws (such information, "**Personal Data**," *provided that*, for the avoidance of doubt, the definition of Personal Data does not include Deidentified Data (as defined below));

(ii) ~~prior to the transfer of the Assets to Buyer, the Seller shall first deliver, at Buyer's direction, all or a portion of the data set forth in **Exhibit A** to one or more third parties~~Seller shall not transmit the data described in Items 1 and 2 of **Exhibit A** (such data, the "**In-Scope Data**") directly to Buyer, but shall instead transmit such data to a third party designated by Seller and reasonably acceptable to ~~or designated by~~ Buyer (such a third party, a "**Deidentification Agent**") in order to: (A) take reasonable measures as set forth in Section 3(c) below to remove or transform certain data elements such that the data cannot ~~be associated with, reasonably~~reasonably be used to infer information about, or otherwise be linked to, either a particular consumer or a particular employee of Seller (such transformed data, "**Deidentified Data**," and the process of such transformation, "**Deidentification**" or "**Deidentifying**"); ~~and~~ (B) remove Excluded Employee Data and Excluded Third-Party Data (each as defined in **Exhibit A** hereto) (the process of such removal, "**Exclusion**"); and (C) migrate such data in a format that is reasonably acceptable to Buyer for further delivery to Buyer (the process of Deidentification, Exclusion and data migration, collectively, the "**Data Treatment Process**");

(iii) Buyer shall be solely responsible for any and all costs and expenses incurred in connection with ~~Deidentifying~~ the ~~Assets~~Data Treatment

Process in accordance with Section 1(a)(ii); *provided that*, for the avoidance of doubt, any such costs and expenses shall not reduce the amount of the Purchase Price; *provided further that*, the Data Treatment Process described in Section 1(a)(ii) shall be conducted under the supervision of Seller in accordance with the Data Treatment Procedures (as defined below); and

(iv) ~~delivery of the Assets by the Seller to Buyer, or by a~~the Deidentification Agent ~~to Buyer, as applicable, in deidentified form~~shall deliver the Assets to Buyer upon the certified completion of the Data Treatment Process consistent with Section 3(c), and such delivery by the Deidentification Agent to the Buyer shall be deemed delivery by the Seller to Buyer for all purposes of this Agreement.

(b) Notwithstanding anything herein to the contrary:

(i) The Assets shall not include any communications, documents, or other information protected by any attorney-client privilege, work product or similar protection (the foregoing items, "**Privileged Materials**"). To the extent that, following the transfer of the Assets, the Seller determines that the transferred Assets contain any Privileged Materials inadvertently transferred or not removed by the Seller prior to the transfer of the Assets to Buyer: (A) this Agreement or such transfer of such Privileged Materials to Buyer shall not result in the loss of any attorney-client privilege, work product or other similar protection; and such protections shall continue to belong solely to, and will solely be controlled by, the Seller (and Buyer shall not assert otherwise); (B) the Seller shall notify Buyer of such inadvertent transfer or failure to remove such Privileged Materials; and (C) ~~Buyer shall return to the Seller or destroy (at the Seller's election) such identified Privileged Materials promptly~~ following Buyer's receipt of such notice ~~(it being understood that any such destruction will conform to the requirements set forth in~~ , Buyer shall promptly (x) use reasonable efforts to prevent public disclosure of such identified Privileged Materials (to the extent such Privileged Materials are then within Buyer's possession or control) and (y) take all other steps necessary to preserve Seller's attorney-client privilege, work product or other similar protection with respect to such identified Privileged Materials consistent with the Confidentiality Agreement dated as of June 18, 2026 between the Buyer and Spirit Aviation Holdings, Inc.~~).~~

(ii) The Seller shall have the right to retain copies of any and all data included in the Assets solely for purposes of winding down the Seller's business or complying with applicable law or statutory requirements in connection therewith. For the avoidance of doubt, the Seller shall not sell, assign or transfer the ~~Assets~~In-Scope Data or any interest in ~~the Assets~~such data to any purchaser other than Buyer or to any other third-party, and shall not use ~~the Assets~~such data for any commercial or other purpose than the administration of the winding down of the Seller's business or compliance with applicable law or statutory requirements; *provided that* the Seller may sell its customer data list, which

includes individual traveler spend aggregated by year, to third-parties in hospitality ~~or~~, travel, leisure or related industries.

(c) Buyer publicly commits (i) to maintain and use the Deidentified Data in deidentified form not associated with any consumer or employee of Seller, and (ii) that it will not intentionally ~~associate~~or knowingly reidentify or attempt to reidentify the Deidentified Data with any person or household. If Buyer has not made such a commitment in a broadly accessible public document (*e.g.*, Buyer's publicly posted privacy notice), Buyer acknowledges and agrees that the commitments, representations, warranties and agreements made through this Agreement constitute a public commitment as required under applicable data protection laws. For the avoidance of doubt, Buyer shall have the right to transfer Deidentified Data to third parties, *provided* that Buyer contractually obligates such transferees to comply with the provisions of this Section 1(c) and the Sale Order.

Section 2. *Payment of Purchase Price*. Contemporaneously with the delivery of the Assets to Buyer in accordance with Section 1, Buyer shall deliver the Purchase Price in immediately available funds by transfer to the account of the Seller set forth on **Exhibit B** hereto.

Section 3. *Conditions Precedent*. The respective obligations of each Party to consummate the Transaction are subject to the satisfaction (or waiver by the Parties) of the following conditions; provided that the conditions set forth in Section 3(b) and Section 3(c) may not be waived, in whole or in part, except pursuant to an order of the Bankruptcy Court:

(a) receipt of duly executed signature pages from each Party;

(b) the ~~requisite Bankruptcy Court approval for consummation of the Transaction shall have been obtained, including, without limitation, (i) the~~ entry of an order of the Bankruptcy Court approving the sale and the transfer of the Assets in form and substance reasonably acceptable to the Parties (the "**Sale Order**") ~~or (ii) the expiration of any applicable notice period (if any) under the Wind Down Order~~;

(c) ~~each designated~~the Deidentification Agent ~~(or the Seller, to the extent any Assets are transferred directly by the Seller to Buyer)~~ shall have certified to Buyer's reasonable satisfaction that, in each case in accordance with the procedures applicable to the Data Treatment Process as agreed between the Seller, the Buyer and the Deidentification Agent and approved by the Sale Order (such agreed process approved by the Sale Order, the "**Data Treatment Procedures**"): (i) the Assets have been deidentified in accordance with applicable laws (including, to the extent applicable to U.S. consumers, using the standard for de-identification set forth under the California Consumer Privacy Act, as amended, regardless of whether such statute does, or does not, apply to the Assets, and for any "protected health information" or other consumer health-related data, using the standard for de-identification set forth under 45 C.F.R. § 164.514) and prevailing applicable industry standards for data deidentification, in each case, while preserving referential integrity across the data set; and (ii) Excluded

Employee Data and Excluded Third-Party Data have been removed from the Assets transferred to Buyer;

(d) the Assets are capable of being transferred to Buyer in the format and manner specified on **Exhibit A** hereto; and

(e) except for the ~~Deidentification~~ process described in ~~clause~~ Section 1(a)(ii) and Section 3(c) ~~above~~, no portion of the Assets has been deleted, modified or removed other than (i) in the ordinary course of business consistent with the Seller's past practice, ~~and~~ (ii) *de minimis* amounts of data removed by the Seller as reasonably necessary to preserve the Seller's attorney-client privilege, work product or other similar protections, or (iii) with the consent of the Buyer.

Section 4. *Further Assurances*. Each of the Parties shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper or advisable under applicable laws, regulations and agreements or otherwise to consummate and make effective the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, the Seller shall (a) execute and deliver any instruments of conveyance, bills of sale, assignments or other documents reasonably requested by Buyer to effectuate the transfer of the Assets free and clear of all Claims; (b) at Buyer's expense, cooperate with Buyer in good faith and use commercially reasonable efforts to assist Buyer in obtaining possession and control of the Assets, including, without limitation, any credentials or access keys necessary for Buyer's use of the Assets (if any); and (c) provide Buyer with a reasonable opportunity to review and comment on the ~~Deidentification process (whether~~Data Treatment Process conducted by the ~~Seller or any~~ Deidentification Agent~~)~~ and give good faith consideration to Buyer's comments to ensure the ~~Deidentification process~~Data Treatment Process is reasonably satisfactory to Buyer, provided that such comments shall not cause the Deidentification Agent to limit or refrain from the Deidentification of any Personal Data or the Exclusion of any Excluded Employee Data or Excluded Third-Party Data; *provided*, that if any data or proprietary software, computer program or application set forth on **Exhibit A** hereto is not in the possession or control of ~~Buyer~~Seller as of the execution and delivery hereof, the Seller shall use commercially reasonable efforts to obtain possession or control of, and deliver or cause to be delivered to Buyer, such data or proprietary software, computer program or application as promptly as reasonably practicable ~~following receipt of such request~~.

Section 5. *Assignment and Assumption of Contracts*. Notwithstanding anything to the contrary in this Agreement, no contracts, agreements, licenses or other arrangements of the Seller shall be assumed by the Seller or assigned to Buyer pursuant to this Agreement or the transactions contemplated hereby, and Buyer shall have no liability or obligation with respect to any such contracts, agreements, licenses or other arrangements.

Section 6. *Representations and Warranties*. The Seller represents and warrants to Buyer that:

(a) the Seller is the sole and exclusive owner of the Assets and has good and valid title to, and the full right to sell, assign, transfer, convey and deliver, the Assets, free and clear of all Claims;

(b) to the best of the Seller's knowledge, the In-Scope Data represents substantially all data assets that (i) the Seller solely and exclusively owns and that the Seller may sell, assign, transfer, convey, and deliver to the Buyer under this Agreement, and (ii) are the same as, or are substantially similar to, any other data asset or category of data assets described as "Included" in the Assets Schedule (as defined in **Exhibit A** hereto);

(c) ~~(b)~~ the Seller has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby, and no further consents or approvals are required for the Seller to consummate the Transaction, except as otherwise set forth herein or in connection with the Bankruptcy Cases;

provided, *however*, that the representations and warranties of the Seller contained in this Section 6 are made as of the date hereof and again as of the date of delivery of the Assets, and shall not survive the consummation of the Transaction in accordance with the terms and conditions set forth in Section 1, Section 2 and Section 3; *provided*, *further*, that notwithstanding anything in this Agreement to the contrary (including Section 7), nothing in this Agreement shall limit, waive or release any claim based on fraud.

Section 7. *Disclaimers*. BUYER ACKNOWLEDGES AND AGREES THAT THE SELLER IS CONVEYING THE ASSETS WITHOUT REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED AT COMMON LAW, BY STATUTE, OR OTHERWISE (ALL OF WHICH THE SELLER HEREBY DISCLAIMS), RELATING TO (a) THE MERCHANTABILITY, DESIGN, OR QUALITY OF ASSETS, (b) THE FITNESS OF THE ASSETS FOR ANY PARTICULAR PURPOSE, (c) NON-INFRINGEMENT, (d) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE OR COMMUNICATED TO BUYER OR ITS AFFILIATES, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO OR (e) ANY OTHER MATTER WHATSOEVER (INCLUDING THE ACCURACY OR COMPLETENESS OF ANY INFORMATION PROVIDED TO BUYER), IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES THAT BUYER WILL BE DEEMED TO BE OBTAINING THE ASSETS IN THEIR PRESENT STATUS, CONDITION AND STATE OF REPAIR, "AS IS" AND "WHERE IS" WITH ALL FAULTS AND THAT BUYER HAS MADE OR CAUSED TO BE MADE SUCH INSPECTIONS AS BUYER DEEMS APPROPRIATE AND BUYER IRREVOCABLY WAIVES ANY AND ALL CLAIMS IT MAY HAVE AGAINST THE SELLER OR ANY AFFILIATE OF THE SELLER ASSOCIATED WITH THE ASSETS.

Section 8. *Notices*. All notices, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given (a) when

delivered by hand (with written confirmation of receipt), (b) when sent by email (with read receipt received), (c) one business day following the day sent by overnight courier (with written confirmation of receipt), or (d) when received by the addressee, if sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate addresses and representatives (if applicable) set forth below (or to such other addresses and representatives as a Party may designate by notice to the other Parties):

(i) If to the Seller, then to:

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

and

PJT Partners LP
280 Park Avenue
New York, New York 10017
Attn: soar_asset_sales@pjtpartners.com

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

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Attn: Marshall S. Huebner (marshall.huebner@davispolk.com)
Darren S. Klein (darren.klein@davispolk.com)
Christopher S. Robertson (christopher.robertson@davispolk.com)

~~Joseph W. Brown (joseph.w.brown@davispolk.com)~~

(ii) If to Buyer:

Google LLC
1600 Amphitheatre Parkway
Mountain View, CA 94043
Attn: M&A Legal
E-mail: ma-notice@google.com

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

Cleary Gottlieb Steen & Hamilton LLP
One Liberty Plaza
New York, NY 10006
Attn: Sean O'Neal (soneal@cgsh.com)

Glenn McGrory (gmcgrory@cgsh.com)
Charles Allen (callen@cgsh.com)

Section 9. *Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.*

(a) ~~(a)~~ Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement will be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any Party's right to appeal any order of the Bankruptcy Court, ~~(i)~~(i) the Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes, which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and ~~(ii)~~(ii) any and all claims relating to the foregoing will be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such proceeding; *provided* that, if the Bankruptcy Cases are closed pursuant to Section 350 of the Bankruptcy Code, the Parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York or any New York state court located in the Borough of Manhattan, New York, New York, and any appellate court from any thereof for the resolution of any such claim or dispute. The Parties each hereby irrevocably waive, to the fullest extent permitted by applicable laws, the defense of an inconvenient forum to the maintenance of any such Proceeding. The Parties each consent to service of process by mail (in accordance with Section 8) or any other manner permitted by law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF ANY PARTY OR SUCH PARTY'S REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

Section 10. *Headings*. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

Section 11. *Counterparts*. This Agreement may be executed in one (1) or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by email attachment will be

effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

Section 12. *Miscellaneous*. The terms and provisions of this Agreement are intended solely for the benefit of the Parties and their respective successors and assigns, and nothing in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under, or in respect of, this Agreement or any provision contained herein. This Agreement will inure to the benefit of and bind the respective successors and assigns of the Parties. This Agreement may be terminated, amended or modified, and any of the terms, covenants or conditions hereof may be waived, only by a writing signed by each of the Parties or, in the case of a waiver, by the Party or Parties waiving compliance; *provided that*, notwithstanding the foregoing, Section 1(c), Section 3(c) and clauses A–F of **Exhibit A** shall not be waived, modified or amended except pursuant to an order of the Bankruptcy Court. Each term and provision of this Agreement is intended to be severable, and if any term or provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason whatsoever, that term or provision shall be ineffectual and void and the validity of the remainder of this Agreement shall not be adversely affected thereby. Each of the Parties has been represented by its own counsel and acknowledges that it has participated in the drafting of this Agreement, and any applicable rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in connection with the construction or interpretation of this Agreement.

[*Remainder of this page is intentionally left blank*]

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties herein have executed this Bill of Sale as of the date set forth in the first paragraph hereof.

BUYER:

GOOGLE LLC

By: _____
Name:
Title:

THE SELLER:

[SPIRIT AIRLINES, LLC]

By: _____
Name:
Title:

EXHIBIT A

Assets

All of the Seller's right, title and interest in, to and under the following, in each case subject to (x) the completion of the Data Treatment Process and (y) clauses A–F below:

1. All data ~~consisting of (i) productivity and collaboration data (including, without limitation, email data, calendar data, chat, collaboration and messaging data, documents, presentations, spreadsheets, knowledge repositories and wikis); (ii) core business systems and business applications data (including, without limitation, employee behavior and productivity data, revenue and yield management (inventory) data and aircraft operations and logistics); and (iii) workflow and process data (including, without limitation, marketing data (*e.g.*, campaigns, content and demand generation data), support, HR and legacy operations data, strategy and operations and project management data, transaction data, revenue accounting or financial data (e.g., analyst workflows, audits and corporate finance and fraud data)), in each case of the foregoing (i)-(iii), together with all related documentation, including without limitation the data~~ designated as "Included" in the schedule of assets attached to this **Exhibit A** (the "**Assets Schedule**") ~~but excluding the data designated as "Not Included" in the Assets Schedule~~.

2. All software, computer programs and applications owned by the Seller that have been developed by the Seller, including, without limitation, all associated source code, object code, architecture, software models, plugins, data files, algorithms, libraries, compilers, subroutines, tools and APIs, as well as all data and documentation relating to the development, use, operation and maintenance of such software, computer programs and applications (including, without limitation, technical specifications, user manuals, training materials and system documentation).

For the avoidance of doubt and notwithstanding anything to the contrary:

A. ~~3.~~ Pursuant to Section 1(a) of the Agreement, the Assets shall not include any Personal Data (it being understood that, accordingly, the Assets shall not include the Seller's customer list nor any Personal Data related to consumers or employees of Seller).

B. ~~4.~~ Pursuant to Section 1(b) of the Agreement, the Assets shall not include any Privileged Materials.

C. The Assets shall not include: (i) employee medical and disability data; (ii) employee drug or alcohol testing records, including any written statement as to the basis for a "reasonable suspicion" test (as defined in an applicable Collective Bargaining Agreement) and information contained therein; (iii) FAA pilot and flight attendant records, including but not limited to certificate or enforcement data; (iv) confidential labor-related investigations, grievance and arbitration files, settlement agreements,

disciplinary files and counseling records, mediation-related records, leave, performance, accommodation, union or collective bargaining records; (v) employee bank records; (vi) crew base and crew pairing information; (vii) FAA certificate numbers; (viii) employee W-4s, I-9s, and copies of employee certificates, licenses, and passports; (ix) employee payroll records; (x) flight crew fatigue reports; (xi) flight attendant and pilot time cards; (xii) Record of Arrest and Prosecution Back files; (xiii) Aviation Safety Action Program (ASAP) materials, including reports submitted under any such program of the Seller, Event Review Committee records and determinations, corrective action records and program manager files, and any information shared between any such program and the Federal Aviation Administration's Air Traffic Safety Action Program (ATSAP) under the Confidential Information Share Program (CISP) Memorandum of Understanding; (xiv) free-text and voice-contact communications transmitted through the Aircraft Communications Addressing and Reporting System (ACARS) between flight crew and flight operations, dispatch or maintenance; (xv) Line Operations Safety Audit (LOSA) data; (xvi) the safety reports and notifications specified in Chapter 8.4.11 of the Spirit's Flight Operations Manual; (xvii) audio and visual recordings of flight attendants; (xviii) biometric data, (xix) the advanced qualification program databases, and CFR Part 121 N and O training records; (xx) Flight Operations Quality Assurance Program (FOQA) and FOQA Data Sharing (Cross Talk) information (such data described in the foregoing clauses (i) through (xx), including any Excluded Union Data[2] of a Union Party[3] contained in such data described in such foregoing clauses, "**Excluded Employee Data**"); *provided, however,* that any Excluded Employee Data described in the foregoing clauses (i) through (xvi) not reasonably capable of removal in accordance with the Data Treatment Procedures shall be subject to Deidentification in accordance with Section 1(a)(ii) of the Agreement and shall thereafter be considered Deidentified Data (and not Excluded Employee Data) for all purposes of this Agreement; *provided, further*, that the Assets shall not include Excluded Employee Data described in the foregoing clauses (xvii) through (xx) (whether or not deidentified).

[2] "**Excluded Union Data**" means, to the extent such information is confidential pursuant to a collective bargaining agreement existing as of the date of the entry of the Sale Order between any Debtor and a Union Party (a "**Collective Bargaining Agreement**"): (i) employee medical information related to FMLA leave; (ii) information related to company medical examinations of employees; (iii) records of any quarterly grievance mediations between any Debtor and a Union Party; (iv) the information described in clause C(ii) of this Exhibit A, (v) the information described in clause C(xiii) of this Exhibit A, and (vi) the information described in clause C(xx) of this Exhibit A.

[3] "**Union Party**" means each of Association of Flight Attendants-CWA, AFL-CIO, Air Line Pilots Association, International, International Association of Machinists and Aerospace Workers, Transport Workers Union Local 570, and Professional Airline Flight Control Association.

D. The Assets shall not include information that is confidential information of a Specified Third Party[4] pursuant to an agreement existing as of the date of the entry of the Sale Order between such Specified Third Party and the Debtors (such an agreement, an "**Existing Third-Party Agreement**" and such information, "**Excluded Third-Party Data**").

E. The Assets shall not include any intellectual property rights of any Specified Third Party.

F. The Assets shall not include the data repositories designated as "Not Included" in the Assets Schedule.

[4] "**Specified Third Party**" means (i) each of Springshot, Inc., Airbus S.A.S., Lufthansa Technik AG, International Aero Engines LLC, IAE International Aero Engines AG, RTX Corporation, Pratt & Whitney Division, Hamilton Sundstrand Corporation (a part of Collins Aerospace), AerCap Ireland Limited, General Electric Company (d/b/a GE Aerospace), CFM International, Inc., Navitaire LLC, Amadeus IT Group, S.A., Travelir Limited, TravelXchange Inc., Jeppesen ForeFlight, Inc., Sabre Inc., Mastercard International Incorporated, and Expedia Group, Inc. and (ii) any entity controlling, controlled by or under common control with any entity listed in the preceding clause (i) as of the date of the entry of the Sale Order.

Assets Schedule

EXHIBIT B

The Seller Wire Instructions

[To be provided]

Exhibit B-2

Changed-Pages Redline Against the Revised Sale Agreement

EXHIBIT A

Assets

All of the Seller's right, title and interest in, to and under the following, in each case subject to (x) the completion of the Data Treatment Process and (y) clauses A–F below:

1. All data designated as "Included" in the schedule of assets attached to this **Exhibit A** (the "**Assets Schedule**").

2. All software, computer programs and applications owned by the Seller that have been developed by the Seller, including, without limitation, all associated source code, object code, architecture, software models, plugins, data files, algorithms, libraries, compilers, subroutines, tools and APIs, as well as all data and documentation relating to the development, use, operation and maintenance of such software, computer programs and applications (including, without limitation, technical specifications, user manuals, training materials and system documentation).

For the avoidance of doubt and notwithstanding anything to the contrary:

A. Pursuant to Section 1(a) of the Agreement, the Assets shall not include any Personal Data (it being understood that, accordingly, the Assets shall not include the Seller's customer list nor any Personal Data related to consumers or employees of Seller).

B. Pursuant to Section 1(b) of the Agreement, the Assets shall not include any Privileged Materials.

C. The Assets shall not include~~, in each case subject to the identification of such materials by the Deidentification Agent pursuant to the Data Treatment Procedures~~: (i) employee medical and disability data; (ii) employee drug or alcohol testing records, including any written statement as to the basis for a "reasonable suspicion" test (as defined in an applicable Collective Bargaining Agreement) and information contained therein; (iii) FAA pilot and flight attendant records, including but not limited to certificate or enforcement data; (iv) confidential labor-related investigations, grievance and arbitration files, settlement agreements, disciplinary files and counseling records, mediation-related records, leave, performance, accommodation, union or collective bargaining records; (v) employee bank records; (vi) crew base and crew pairing information; (vii) FAA certificate numbers; (viii) employee W-4s, I-9s, and copies of employee certificates, licenses, and passports; (ix) employee payroll records; (x) flight crew fatigue reports; (xi) flight attendant and pilot time cards; (xii) Record of Arrest and Prosecution Back files; (xiii) Aviation Safety Action Program (ASAP) materials, including reports submitted under any such program of the Seller, Event Review Committee records and determinations, corrective action records and program manager files,

and any information shared between any such program and the Federal Aviation Administration's Air Traffic Safety Action Program (ATSAP) under the Confidential Information Share Program (CISP) Memorandum of Understanding; (xiv) free-text and voice-contact communications transmitted through the Aircraft Communications Addressing and Reporting System (ACARS) between flight crew and flight operations, dispatch or maintenance; (xv) Line Operations Safety Audit (LOSA) data; (xvi) the safety reports and notifications specified in Chapter 8.4.11 of the Spirit's Flight Operations Manual; (xvii) audio and visual recordings of flight attendants; (xviii) biometric data, (xix) the advanced qualification program databases, and CFR Part 121 N and O training records; (xx) Flight Operations Quality Assurance Program (FOQA) and FOQA Data Sharing (Cross Talk) information (such data described in the foregoing clauses (i) through (xx), including any Excluded Union Data[2] of a Union Party[3] contained in such data described in such foregoing clauses, "**Excluded Employee Data**"); *provided, however,* that any Excluded Employee Data described in the foregoing clauses (i) through (xvi) not reasonably capable of removal in accordance with the Data Treatment Procedures shall be subject to Deidentification in accordance with Section 1(a)(ii) of the Agreement and shall thereafter be considered Deidentified Data (and not Excluded Employee Data) for all purposes of this Agreement; *provided, further*, that the Assets shall not include Excluded Employee Data described in the foregoing clauses (xvii) through (xx) (whether or not deidentified).

D. The Assets shall not include~~, in each case subject to the identification of such materials by the Deidentification Agent pursuant to the Data Treatment Procedures: (i) confidential contracts, leases or other agreements between Seller and any Specified Third Party;[4] (ii) confidential~~

[2] "**Excluded Union Data**" means, to the extent such information is confidential pursuant to a collective bargaining agreement existing as of the date of the entry of the Sale Order between any Debtor and a Union Party (a "**Collective Bargaining Agreement**")~~ and is identified by Union Search Terms agreed or determined under the Sale Order or is otherwise designated by the Seller pursuant to the Data Treatment Procedures~~: (i) employee medical information related to FMLA leave; (ii) information related to company medical examinations of employees; (iii) records of any quarterly grievance mediations between any Debtor and a Union Party; (iv) the information described in clause C(ii) of this Exhibit A, (v) the information described in clause C(xiii) of this Exhibit A, and (vi) the information described in clause C(xx) of this Exhibit A.

[3] "**Union Party**" means each of Association of Flight Attendants-CWA, AFL-CIO, Air Line Pilots Association, International, International Association of Machinists and Aerospace Workers, Transport Workers Union Local 570, and Professional Airline Flight Control Association.

[4] ~~"**Specified Third Party**" means (i) each of Springshot, Inc., Airbus S.A.S., Lufthansa Technik AG, International Aero Engines LLC, IAE International Aero Engines AG, RTX Corporation, Pratt & Whitney Division, Hamilton Sundstrand Corporation (a part of Collins Aerospace), AerCap Ireland Limited, General Electric Company (d/b/a GE Aerospace), CFM International, Inc., Navitaire LLC, Amadeus IT Group, S.A., Travelir Limited, TravelXchange Inc., Jeppesen ForeFlight, Inc., Sabre Inc., Mastercard Inc., and Expedia Group, Inc. and (ii) any entity controlling, controlled by or under common control with any entity listed in the preceding clause (i) as of the date of the entry of the Sale Order.~~

~~communications between Seller and any Specified Third Party; (iii) confidential information of any Specified Third Party that is subject to an order of the Bankruptcy Court requiring the sealing or redaction of such information, provided that (a) such order was entered prior to the filing of the Notice of Successful Bid [ECF No. 1463] and remains effective and has not been vacated and (b) no order of the Bankruptcy Court permitting the unsealing of such information has been entered; and (iv) such other information as (x) reasonably identified by Seller or the Deidentification Agent or (y) specifically identified by a Specified Third Party to Seller, in each case, as confidential information of such Specified Third Party~~ information that is confidential information of a Specified Third Party[4] pursuant to an agreement existing as of the date of the entry of the Sale Order between such Specified ~~Third Party~~Third Party and the Debtors (such an agreement, an "**Existing Third-Party Agreement**"~~), in accordance with the Data Treatment Procedures (such data described in the foregoing clauses (i) through (iv)~~ and such information, "**Excluded Third-Party Data**").

E. The Assets shall not include any intellectual property rights of any Specified ~~Third Party~~Third Party.

F. The Assets shall not include the data repositories designated as "Not Included" in the Assets Schedule.

[4] "**Specified Third Party**" means (i) each of Springshot, Inc., Airbus S.A.S., Lufthansa Technik AG, International Aero Engines LLC, IAE International Aero Engines AG, RTX Corporation, Pratt & Whitney Division, Hamilton Sundstrand Corporation (a part of Collins Aerospace), AerCap Ireland Limited, General Electric Company (d/b/a GE Aerospace), CFM International, Inc., Navitaire LLC, Amadeus IT Group, S.A., Travelir Limited, TravelXchange Inc., Jeppesen ForeFlight, Inc., Sabre Inc., Mastercard International Incorporated, and Expedia Group, Inc. and (ii) any entity controlling, controlled by or under common control with any entity listed in the preceding clause (i) as of the date of the entry of the Sale Order.