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 DEBTORS TO SELL OR ABANDON THEIR REMAINING OWNED AIRCRAFT, ENGINES AND OTHER RELATED EQUIPMENT, (II) ESTABLISHING PROCEDURES RELATED THERETO AND (III) GRANTING RELATED RELIEF

Upon the *Motion for Entry of an Order (I) Authorizing the Debtors to Sell or Abandon Their Remaining Owned Aircraft, Engines and Other Related Equipment, (II) Establishing Procedures Related Thereto and (III) Granting Related Relief* (the "**Motion**")[2] of Spirit Aviation Holdings, Inc. and its direct and indirect subsidiaries (collectively, the "**Debtors**" or "**Spirit**"), each of which is a debtor and debtor in possession in the above-captioned chapter 11 cases (the "**Chapter 11 Cases**"), for entry of an order (this "**Order**"): (i) establishing sale procedures (the "**Owned Equipment Sale Procedures**") to govern the sale of Spirit's interests in the Owned Equipment; and (ii) establishing deadlines and procedures in connection with the abandonment of Owned Equipment (the "**Abandonment Procedures**"); and upon consideration of the Cromer Declaration; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. § 1334; and consideration of the Motion and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b)(2);

[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 shall have the meanings ascribed to them in the Motion.

and venue being proper before this Court pursuant to 28 U.S.C §§ 1408 and 1409; and due and proper notice of the Motion having been provided and no other or further notice needing to be provided under the circumstances; and the relief requested in the Motion being in the best interests of the Debtors and their estate and creditors; and the Court having reviewed the Motion and having held a hearing before the Court with appearances of parties in interest noted in the transcript thereof (the "**Hearing**"); and the Court having considered the arguments of counsel, and the evidence proffered and adduced, at the Hearing; and the Court having determined that the legal and factual bases set forth in the Motion, the Cromer Declaration and at the Hearing establish just cause for the relief granted herein; and the Court having found that the relief requested in the Motion represents a sound exercise of the Debtors' business judgment, and is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and 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 relief requested in the Motion is hereby granted to the extent provided herein.

2. All objections to the relief requested in the Motion that have not been withdrawn, waived or settled as announced to the Court at the hearing on the Motion or by stipulation filed with the Court, are overruled.

3. The Debtors are authorized pursuant to sections 105(a), 363(b), and 554 of the Bankruptcy Code, and without further notice or relief from the Court, except as provided herein, to take any and all actions consistent with this Order that are necessary or appropriate in the exercise of their business judgment to implement the relief set forth herein.

4. Pursuant to section 363(b) of the Bankruptcy Code, Spirit is authorized and empowered to take any and all actions necessary or appropriate to sell the Owned Equipment,

including for the avoidance of doubt to enter into Sale Process Agreements, *provided*, *however*, that any such Sale Process Agreement (i) provides for the Debtors to receive prompt reimbursement from the applicable counterparty for any reasonable actual out-of-pocket expenses associated with such sale process or cooperation that the Debtors agree to provide and (ii) does not require the Debtors to make any representations, warranties, or indemnifications.

5. Pursuant to section 554 of the Bankruptcy Code, Spirit is authorized and empowered to take any and all actions necessary or appropriate to abandon the Owned Equipment subject to the Abandonment Procedures set forth herein.

6. The Debtors are authorized to make payments pursuant to this Order in accordance with the Wind-Down Budget (as defined in the Non-Fleet Wind-Down Motion), subject to any permitted variances with respect thereto, upon the terms and conditions and to the extent set forth in the Final DIP Order Amendment No. 2 and the Amendment No. 2 to DIP Credit Agreement (in each case, as defined in the Non-Fleet Wind-Down Motion).

Sale Procedures

7. The following Owned Equipment Sale Procedures are hereby approved and may be implemented in the Debtors' Chapter 11 Cases for the Owned Equipment:

(a) Transaction Value Less than or Equal to $1,000,000

(i) If the Transaction Value for an item of Owned Equipment is less than or equal to $1,000,000, no notice or hearing shall be required.

(b) Transaction Value Greater than $1,000,000 and Less than or Equal to $15,000,000

(i) If the Transaction Value for an item of Owned Equipment is greater than $1,000,000 and less than or equal to $15,000,000, the Debtors shall file a notice with the Court (the "**Sale Notice**") substantially in the form attached to the Order as **<u>Exhibit 1</u>**, specifying (i) the Owned Equipment proposed to be sold and/or auctioned, (ii) the proposed purchaser or transferee, and (iii) the proposed purchase price.

(i) The Debtors shall serve the Sale Notice only on (i) the Committee, (ii) any Aircraft Equipment Counterparty with an interest in the Owned Equipment, (iii) the DIP Lenders and the DIP Facility Agent, (iii) the Ad Hoc Committee of Senior Secured Noteholders, (iv) each agent or trustee under the Debtors' secured notes indenture, including the Secured Notes Trustee, (v) the RCF Administrative Agent, (vi) the U.S. Trustee, (vii) the Federal Aviation Administration, and (viii) counsel for Broward County (collectively, the "**Transaction Notice Parties**").

(ii) The deadline for filing an objection to the proposed sale of Owned Equipment (a "**Transaction Objection**") shall be 4:00 p.m. (prevailing Eastern time) on the date that is fourteen (14) days after the date the Sale Notice is filed and served (the "**Transaction Objection Deadline**"). A Transaction Objection will be considered timely only if it is filed with the Court and actually received by the Debtors and the Debtors' counsel on or before the Transaction Objection Deadline. The Debtors may extend the Transaction Objection Deadline as to any party without further order of the Court.

(iii) Transaction Objections must include (i) an appropriate caption, including the title and date of the Sale Notice to which it is directed, (ii) the name of the objector, (iii) a concise statement setting forth the reasons why the objecting party believes the Court should not permit the sale, and (iv) the name, address, telephone number and email address, as applicable, of a person authorized to settle or otherwise resolve any objection on the objector's behalf.

(iv) Unless otherwise ordered by the Court, a reply to a Transaction Objection may be filed with the Court and served at least one business day before the date of the applicable hearing.

(v) If no Transaction Objections are properly filed and received by the Transaction Objection Deadline, or if the parties consensually resolve such Transaction Objection, then the Debtors may immediately sell the Owned Equipment listed in the Sale Notice without further notice or order, and take any actions and execute any agreements or other documentation that are necessary or desirable to close the transaction, transfer the relevant Owned Equipment free and clear of all Encumbrances and obtain the sale proceeds.

(vi) If a Transaction Objection is timely received and filed and cannot be settled by the parties, the Owned Equipment that is the subject of the Transaction Objection will not be sold except upon order of the Court; *provided*, *however*, that any Owned Equipment set forth in the Sale Notice that is not the subject of a Transaction Objection may be immediately sold in accordance with the foregoing.

(c) Transaction Value Greater than $15,000,000

(i) If the Transaction Value for the sale of any one item of Owned Equipment is greater than $15,000,000, the Debtors shall file a motion with the Court requesting approval of such sale.

(d) As Is, Where Is; Free and Clear

(i) All purchasers will take the Owned Equipment sold by the Debtors pursuant to the Owned Equipment Sale Procedures "as is" and "where is," without any representations or warranties from the Debtors as to the quality or fitness of such assets for either their intended or any particular purpose. Pursuant to section 363(f) of the Bankruptcy Code, all sales of the Owned Equipment in accordance with these Owned Equipment Sale Procedures will be free and clear of Encumbrances, with any such Encumbrances to, at the Debtors' sole discretion, either be (i) satisfied from the proceeds of the sale or (ii) transferred and attached to the net sale proceeds in the same order of priority that such liens had on the Owned Equipment sold, in each case, subject to any claims and defenses that the Debtors may possess with respect thereto.

(e) Sale Process Agreements

(i) The Debtors are permitted to enter into Sale Process Agreements without further approval of the Court; *provided, however*, that any such agreement (i) provides for the Debtors to receive prompt reimbursement from the applicable Aircraft Equipment Counterparty for any reasonable actual out-of-pocket expenses associated with such sale process or cooperation that the Debtors agree to provide and (ii) does not require the Debtors to make any representations, warranties, or indemnifications.

Abandonment Procedures

8. The Debtors' abandonment of the Owned Aircraft is hereby approved as of the date of entry of this Order pursuant to section 554 of the Bankruptcy Code, unless the Debtors and the

applicable Aircraft Equipment Counterparty have entered into a Sale Process Agreement.

9. The following Abandonment Procedures are hereby approved and may be implemented in the Debtors' Chapter 11 Cases for the Owned Equipment:

(a) Owned Equipment to Be Abandoned Less than or Equal to $5,000,000

(i) If the book value of the Owned Equipment to be abandoned is less than or equal to $5,000,000, the Debtors shall serve notice on (i) the person or entity to whom the Owned Equipment is to be abandoned, (ii) any person or entity identified by the Debtors in their sole discretion with a particularized interest in the Owned Equipment to be abandoned, including any known creditor asserting an Encumbrance with respect to the Owned Equipment to be abandoned and (iii) the DIP Lenders and the DIP Facility Agent. Such notice shall be served seven (7) days before such Owned Equipment is to be abandoned (such date, the "**Abandonment Effective Date**"). Except for the notice in the immediately preceding sentence, no other notice or hearing shall be required for abandonments provided for under this subparagraph, *provided*, however, if Owned Equipment to be abandoned under this subparagraph constitutes DIP Collateral (as defined in the Final DIP Order (as defined in the Non-Fleet Wind-Down Motion)), abandonment of such Owned Equipment shall be subject to the consent of the Required DIP Lenders (as defined in the Final DIP Order).

(b) Owned Equipment to Be Abandoned Greater than $5,000,000

(i) Notwithstanding any other provisions herein, if the book value of the Owned Equipment to be abandoned is greater than $5,000,000, the following subparagraphs shall apply:

(ii) The Debtors shall file a notice (an "**Abandonment Notice**"), substantially in the form attached to the Order as **Exhibit 2,** with the Court specifying (i) the property to be abandoned, (ii) any person or entity identified by the Debtors in their sole discretion with a particularized interest in the Owned Equipment to be abandoned, (iii) the entity to which the property is to be abandoned, and (iv) the location of the property to be abandoned. The Debtors shall serve the Abandonment Notice on the Transaction Notice Parties.

(iii) The deadline for the filing of an objection to the proposed abandonment of an item of Owned Equipment (an "**Abandonment Objection**") shall be the earlier of

(i) 4:00 p.m. (prevailing Eastern time) on the day that is fourteen (14) days from the date the Abandonment Notice is filed and served and (ii) the Hearing on this Motion (the "**Abandonment Objection Deadline**"). The Debtors may extend the Abandonment Objection Deadline as to any party without further order of the Court.

(iv) An Abandonment Objection will be considered timely only if it is filed with the Court and served so that it is actually received on or before the Abandonment Objection Deadline by the Debtors and the Debtors' counsel.

(v) Unless otherwise ordered by the Court, a reply to an Objection may be filed with the Court and served no later than one business day before the date of the applicable hearing.

(vi) Abandonment Objections must include (i) an appropriate caption, including the title and date of the Abandonment Notice to which it is directed, (ii) the name of the objector, (iii) a concise statement setting forth the reasons why the objecting party believes the Court should not permit the abandonment and (iv) the name, address, telephone number and email address, as applicable, of a person authorized to settle or otherwise resolve any objection on the objector's behalf.

(vii) If no Abandonment Objections are timely filed and served by the Abandonment Objection Deadline, the Debtors may immediately abandon the Owned Equipment listed in the Abandonment Notice and take any actions that are necessary or desirable to abandon the subject property. If an Abandonment Objection is timely received and filed and cannot be resolved between the Debtors and the objecting party, the Owned Equipment that is the subject of the Abandonment Objection will not be abandoned except upon order of the Court, the applicable Abandonment Effective Date being thereby postponed accordingly; *provided*, *however*, that any Owned Equipment set forth on the applicable Abandonment Notice and not the subject of an Abandonment Objection may immediately be abandoned in accordance with the foregoing sentence.

10. The applicable Aircraft Equipment Counterparty to an abandoned item of Owned Equipment shall be required to take possession of such Owned Equipment no later than the Abandonment Effective Date. The Debtors are authorized to, in their sole discretion, extend this period for a reasonably necessary period of time in order to effectuate the Aircraft Equipment

Counterparty's efforts to retake possession of the Owned Equipment. The Debtors shall (i) maintain their current insurance coverage and continue the existing storage maintenance program, if applicable, for each item of Owned Equipment until the earlier of (a) Abandonment Effective Date and (b) the date on which the appropriate Aircraft Equipment Counterparty takes possession of such Owned Equipment and (ii) thereafter cease insuring, storing and maintaining such Owned Equipment unless the Debtors and applicable Aircraft Equipment Counterparties agree that the applicable Aircraft Equipment Counterparties will pay directly or timely reimburse the Debtors for such expenses.

11. The Aircraft Equipment Counterparty shall be required to certify in writing to Spirit that such Aircraft Equipment Counterparty (or its duly authorized designee) is authorized to take possession of the Owned Equipment at or prior to the time the Aircraft Equipment Counterparty (or its duly authorized designee) takes or is delivered possession of the Owned Equipment. Spirit shall be entitled to rely on such certification to relinquish possession of the respective Owned Equipment.

12. In the event the Debtors elect to abandon a piece of Owned Equipment, the Debtors shall, on or prior to the respective Abandonment Effective Date, make available to the applicable Aircraft Equipment Counterparty at the then-current location of each such piece of Owned Equipment or such then-current location of the all technical records, documents, reports, and statements relating to the Owned Equipment (the "**Aircraft Records**"),[3] both (a) the respective Owned Equipment and (b) the Aircraft Records relating to such Owned Equipment that are in the Debtors' possession in their then "as is, where is" condition and, with respect to the Aircraft

[3] Such Aircraft Records includes all records and documents described in section 1110(a)(3)(B) of the Bankruptcy Code.

Records, without certification or signature and without performing any independent verification or audit thereof.

13. In the event the Debtors abandon a piece of Owned Equipment, upon written request from an affected Aircraft Equipment Counterparty, the Debtors shall cooperate reasonably with such Aircraft Equipment Counterparty with respect to the execution of, or provision of, information required for any documentation, as appropriate, to be filed with the aviation authority in the applicable jurisdiction in connection with such Owned Equipment, *provided that* the affected Aircraft Equipment Counterparty shall be solely responsible for all costs associated with such documentation and for the filing thereof with such relevant aviation authority or register and *provided further* that nothing herein shall require the Debtors to maintain staffing or incur third-party costs with respect to such cooperation.

14. The surrender and return of the Owned Equipment and related Aircraft Records to any Aircraft Equipment Counterparty in accordance with this Order is approved and satisfies the Debtors' obligations under section 1110(c) of the Bankruptcy Code, to the extent that section 1110(c) of the Bankruptcy Code is applicable.

15. Once the effected Aircraft Equipment Counterparty retrieves or takes control of its Owned Equipment in connection with an abandonment by the Debtors of such Owned Equipment, such Aircraft Equipment Counterparty or the authorized party under an IDERA or a power of attorney provided by the Debtors, if any, shall be permitted to request the cancellation, or transfer to a party designated by such Aircraft Equipment Counterparty, of such Owned Equipment's registration on an aviation authority's register or with any other applicable registration authority, as applicable, *provided that* the affected Aircraft Equipment Counterparty shall be solely responsible for all costs associated with such request or transfer.

16. If the Aircraft Equipment Counterparty affected by the abandonment of an Owned Equipment does not retrieve or otherwise take control of its respective Owned Equipment by the Abandonment Effective Date, such Aircraft Equipment Counterparty shall be responsible to the Debtors for the subsequent reasonable actual out-of-pocket costs of, and all risks attendant to, maintaining, insuring and storing such equipment. The Debtors and the applicable Aircraft Equipment Counterparties may mutually agree to an alternative date to retrieve or otherwise take control of the Owned Equipment, *provided that* the affected Aircraft Equipment Counterparty shall be solely responsible for all costs related to the Owned Equipment. Following a filing of a Notice of Abandonment by the Debtors with respect to a piece of Owned Equipment, if the respective Aircraft Equipment Counterparty does not remove such Owned Equipment or otherwise contract with the Debtors or a third party for storage of such Owned Equipment in accordance with this Order, the Debtors may file, on shortened notice, a motion to compel removal of such Owned Equipment and/or payment to the Debtors of storage and other attendant costs, including, without limitation, all related legal fees.

17. For the avoidance of doubt, except as otherwise provided herein or in another order of this Court, the Owned Equipment and Aircraft Records will be made available to the applicable Aircraft Equipment Counterparty in "as is, where is" condition and the Debtors specifically make no representations or warranties regarding the Owned Equipment or Aircraft Records, their condition or the state of their title. If any of the Owned Equipment happens to be non-serviceable, the Debtors are under no obligation to repair any such Owned Equipment to make it serviceable.

18. Nothing herein shall prejudice the rights of (i) any Aircraft Equipment Counterparty to (a) assert a claim for rejection damages, if any, (b) assert damages for failure to satisfy all contractual return or turnover provisions of the applicable Equipment Agreement,

(c) assert a claim or entitlement to payment for postpetition rent, supplemental rent or other obligations under the applicable Equipment Agreement and/or as provided under applicable law, (d) assert a claim for any administrative expenses or other priority claim that arise out of or relate to any Equipment Agreement and/or as provided under applicable law, including, without limitation, for the value of any parts removed on or after the Petition Date, or (e) if the Debtors fail to return any Owned Equipment or Aircraft Records as provided hereunder and/or as required under the Bankruptcy Code, seek enforcement or damages relating thereto in accordance with the provisions of the Bankruptcy Code, (ii) the Debtors or any other party to object to any such claims or actions or to assert any claims relating to this Order or the procedures contemplated herein, or (iii) the rights of any of the any Aircraft Equipment Counterparty against any other person or entity under any agreement and/or applicable law.

19. Claims arising out of any abandonment effected pursuant to this Order must be timely filed in accordance with the *Order Establishing Deadlines and Procedures for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [ECF No. 597] on or before 30 days after the Abandonment Effective Date with respect to the item of Owned Equipment to which such claim relates. Any claim not timely filed will be irrevocably barred.

20. For the avoidance of doubt, nothing in this Order shall impact or modify the *Order (A) Authorizing the Sale of Certain Aircraft Free and Clear of All Liens, Claims and Encumbrances and Other Interests and (B) Granting Related Relief* [ECF No. 991].

21. Notwithstanding anything to the contrary in this Order, the Owned Equipment Sale Procedures and the Abandonment Procedures shall not apply to any Revolving Priority Collateral, as defined in the Amended and Restated Revolving Credit Facility Agreement, without the consent of the RCF Administrative Agent.

22. No relief granted pursuant to this Order, including without limitation any debt service payments authorized under the Wind-Down Budget, shall alter, impair, or otherwise affect the rights and remedies of the secured parties under section 1110(a) of the Bankruptcy Code or under any security agreements relating to the HFS Aircraft.

23. All (i) entities, including all airport authorities, administrative agencies, governmental departments, secretaries of state, and federal, state and local officials, and (ii) other persons, in each case, who may be required by operation of law, the duties of their office, or contract to have any responsibilities in connection with any ferry or return flights of Owned Equipment arranged for by any applicable Aircraft Equipment Counterparty (or their agents), shall be authorized and directed to allow any applicable Aircraft Equipment Counterparty (or their agents) to have access to their Owned Equipment and to allow such Aircraft Equipment Counterparty (or their agents) to effect the ferry or return flights of Owned Equipment from their current locations to a location designated by such Aircraft Equipment Counterparty (which may be by an email from their counsel to the Debtors' counsel) as the return location for such Owned Equipment (the "**Return Location**").

24. To the extent necessary, the automatic stay of section 362 of the Bankruptcy Code (the "**Automatic Stay**") is hereby modified to allow the Debtors and the applicable Aircraft Equipment Counterparty to effectuate the provisions of this Order and to access, retrieve, transfer, move, or dispose of the Owned Equipment. The Automatic Stay is hereby modified to permit the application of any security deposit held by an Aircraft Equipment Counterparty with respect to the Equipment Agreements to the extent permitted by and in accordance with the terms of the Equipment Agreements, any other documents entered into in connection with the Equipment Agreements against the obligations of the Debtors thereunder. In addition to the foregoing

modifications of the Automatic Stay, the Automatic Stay is hereby also modified for the purpose of aircraft or aircraft-related equipment registry administration, solely and for no other purpose than to allow an Aircraft Equipment Counterparty to cancel or terminate any such Equipment Agreement, and to allow any Aircraft Equipment Counterparty to deliver any notices contemplated by such Equipment Agreement, in the event the Debtors elect to abandon such Owned Equipment. Notwithstanding anything herein to the contrary, the Automatic Stay shall remain in effect with respect to the Owned Equipment with respect to all other persons or entities (other than the applicable Aircraft Equipment Counterparty and the Debtors) until the Owned Equipment is returned to the applicable Aircraft Equipment Counterparty or sold. Nothing herein shall affect the scope of the Automatic Stay with respect to other matters, including, without limitation, those relating to claims asserted against the Debtors by any other person or entity.

25. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

26. This Court shall retain jurisdiction to resolve any dispute relating to the interpretation of the terms and conditions of this Order. To the extent any provisions of this Order shall be inconsistent with the Motion, the terms of this Order shall control.

27. The notice procedures set forth in the Motion are good and sufficient notice and satisfy Bankruptcy Rules 2002(a), 6006, 6007 and 9014 by providing the counterparties with a notice and an opportunity to object and be heard at a hearing.

Dated: May 6, 2026

White Plains, New York

/s/ Sean H. Lane

THE HONORABLE SEAN H. LANE
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1 – Form of Sale Notice

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

NOTICE OF PROPOSED SALE OF ASSETS

PLEASE TAKE NOTICE that, on August 29, 2025, the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, on [●], 2026, the United States Bankruptcy Court for the Southern District of New York (the "**Court**") entered the [*Order (I) Authorizing the Debtors to Sell or Abandon Their Remaining Owned Aircraft, Engines and Other Related Equipment, (II) Establishing Procedures Related Thereto and (III) Granting Related Relief*] [ECF No. [●]] (the "**Owned Aircraft Equipment Wind-Down Procedures Order**"), pursuant to which the Court authorized the Debtors to sell certain aircraft equipment in accordance with the terms of the Owned Aircraft Equipment Wind-Down Procedures Order.

PLEASE TAKE FURTHER NOTICE that the Debtors propose to sell the aircraft equipment set forth and described on **Exhibit A** attached hereto (the "**Sold Equipment**"). Exhibit A identifies, for each item of Sold Equipment, (i) the item of Sold Equipment being sold, (ii) the proposed purchaser or transferee; and (iii) the proposed purchase price.

PLEASE TAKE FURTHER NOTICE that, the Debtors hereby represent that the proposed sale of the Sold Equipment is in the best interest of the Debtors' estates and creditors, and is intended to maximize the value of the Debtors' estates.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Owned Aircraft Equipment Wind-Down Procedures Order, any recipient of this notice may object to the proposed sale (a "**Transaction Objection**") within fourteen (14) days after the date this notice is filed and served (the "**Transaction Objection Deadline**"). Transaction Objections must be (i) in writing in English and (ii) filed with the Court, and must include (i) an appropriate caption, including the title and date of the Sale Notice to which it is directed, (ii) the name of the objector, (iii) a concise statement setting forth the reasons why the objecting party believes the Court should not permit the sale, and (iv) the name, address, telephone number and email address, as applicable, of a person authorized to settle or otherwise resolve any objection on the objector's behalf.

[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.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Owned Aircraft Equipment Wind-Down Procedures Order, unless otherwise ordered by the Court, a reply to a Transaction Objection may be filed with the Court and served at least one business day before the date of the applicable hearing.

PLEASE TAKE FURTHER NOTICE that, if no Transaction Objections are properly filed and received by the Transaction Objection Deadline, or such Transaction Objection is consensually resolved by the parties, then the Debtors may immediately sell the applicable item(s) of Sold Equipment without further notice or order, and may take any actions and execute any agreements or other documentation that are necessary or desirable to close the transaction, transfer the applicable item(s) of Sold Equipment free and clear of all encumbrances, and obtain the sale proceeds.

PLEASE TAKE FURTHER NOTICE that, if a Transaction Objection is timely received and filed and cannot be settled by the parties, the Sold Equipment that is the subject of the Transaction Objection will not be sold except upon order of the Court; *provided*, however, that any Sold Equipment set forth in this Sale Notice that is not the subject of a Transaction Objection may be immediately sold.

<u>Exhibit A</u>

Schedule of Sold Equipment

Description of Sold Equipment	Proposed Purchaser or Transferee	Proposed Purchase Price

Exhibit 2 – Form of Abandonment Notice

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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

NOTICE OF ABANDONMENT OF ASSETS

PLEASE TAKE NOTICE that, on August 29, 2025, the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, on [●], 2026, the United States Bankruptcy Court for the Southern District of New York (the "**Court**") entered the [*Order (I) Authorizing the Debtors to Sell or Abandon Their Remaining Owned Aircraft, Engines and Other Related Equipment, (II) Establishing Procedures Related Thereto and (III) Granting Related Relief*] [ECF No. [●]] (the "**Owned Aircraft Equipment Wind-Down Procedures Order**"], pursuant to which the Court authorized the Debtors to abandon certain aircraft equipment in accordance with the terms of the Owned Aircraft Equipment Wind-Down Procedures Order.

PLEASE TAKE FURTHER NOTICE that the Debtors propose to abandon the assets set forth and described on **Exhibit A** attached hereto (the "**Abandoned Equipment**"). Exhibit A identifies, for each item of Abandoned Equipment, (i) the Abandoned Equipment to be abandoned, (ii) the parties known to the Debtors as having an interest in Abandoned Equipment, (iii) the entity to which the Abandoned Equipment is to be abandoned, and (iv) the location of the Abandoned Equipment.

PLEASE TAKE FURTHER NOTICE that, the Debtors hereby represent that the proposed abandonment of the Abandoned Equipment is in the best interest of the Debtors' estates and creditors, and is intended to maximize the value of the Debtors' estates.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Owned Aircraft Equipment Wind-Down Procedures Order, any recipient of this notice may object to the proposed abandonment (an "**Abandonment Objection**") within fourteen (14) days after the date this notice is filed and served (the "**Abandonment Objection Deadline**"). Abandonment Objections must be (i) in writing in English and (ii) filed with the Court, and must include (i) an appropriate caption, including the title and date of the Abandonment Notice to which it is directed, (ii) the name of the objector, (iii) a concise statement setting forth the reasons why the objecting party believes the

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Court should not permit the abandonment and (iv) the name, address, telephone number and email address, as applicable, of a person authorized to settle or otherwise resolve any objection on the objector's behalf.

PLEASE TAKE FURTHER NOTICE that, if no Abandonment Objections are timely filed and served by the Abandonment Objection Deadline, the Debtors may immediately abandon the applicable item(s) of Abandoned Equipment and take any actions that are necessary or desirable to abandon the subject property.

PLEASE TAKE FURTHER NOTICE that, if an Abandonment Objection is timely received and filed and cannot be resolved between the Debtors and the objecting party, the Abandoned Equipment that is the subject of the Abandonment Objection will not be abandoned except upon order of the Court; *provided*, *however*, that any Abandoned Equipment set forth on Exhibit A hereto and not the subject of an Abandonment Objection may be immediately abandoned.

Exhibit A

Schedule of Abandoned Equipment

Description of Abandoned Equipment	Parties Known to the Debtors as Having an Interest in the Abandoned Equipment	The Entity to which the Equipment is to be Abandoned	Location of Abandoned Equipment