

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 10-K

(Mark One)

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2023

or

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File No. 001-35186

# Spirit Airlines, Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of  
incorporation or organization)

38-1747023

(I.R.S. Employer  
Identification No.)

2800 Executive Way

Miramar

Florida

33025

(Address of principal executive offices)

(Zip Code)

(954) 447-7920

(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol	Name of Each Exchange on Which Registered
Common Stock, \$0.0001 par value	SAVE	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

None

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by checkmark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C.7262(b)) by the registered public accounting firm that prepared or issued its audit report Yes  No

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements.

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b).

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

The aggregate market value of the common stock held by non-affiliates of the registrant was approximately \$1.9 billion computed by reference to the last sale price of the common stock on the New York Stock Exchange on June 30, 2023, the last trading day of the registrant's most recently completed second fiscal quarter. Shares held by each executive officer, director and by certain persons that own 10 percent or more of the outstanding Common Stock have been excluded in that such persons may be deemed to be affiliates. This determination of affiliate status is not necessarily a conclusive determination for other purposes.

The number of shares of each registrant's classes of common stock outstanding as of the close of business on February 1, 2024:

<u>Class</u>	<u>Number of Shares</u>
Common Stock, \$0.0001 par value per share	109,477,999

#### **Documents Incorporated by Reference**

Portions of the registrant's Proxy Statement for the registrant's 2024 Annual Meeting of Stockholders are incorporated by reference into Part III of this Form 10-K to the extent stated herein. The Proxy Statement will be filed within 120 days of the registrant's fiscal year ended December 31, 2023.

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## TABLE OF CONTENTS

	Page
<b>PART I</b>	
<a href="#"><u>Item 1. Business</u></a>	<u>4</u>
<a href="#"><u>Item 1A. Risk Factors</u></a>	<u>18</u>
<a href="#"><u>Item 1B. Unresolved Staff Comments</u></a>	<u>44</u>
<a href="#"><u>Item 1C. Cybersecurity</u></a>	<u>44</u>
<a href="#"><u>Item 2. Properties</u></a>	<u>44</u>
<a href="#"><u>Item 3. Legal Proceedings</u></a>	<u>45</u>
<a href="#"><u>Item 4. Mine Safety Disclosures</u></a>	<u>46</u>
<b>PART II</b>	
<a href="#"><u>Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities</u></a>	<u>47</u>
<a href="#"><u>Item 6. Selected Financial Data</u></a>	<u>49</u>
<a href="#"><u>Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations</u></a>	<u>50</u>
<a href="#"><u>Item 7A. Quantitative and Qualitative Disclosures About Market Risk</u></a>	<u>70</u>
<a href="#"><u>Item 8. Financial Statements and Supplementary Data</u></a>	<u>71</u>
<a href="#"><u>Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure</u></a>	<u>111</u>
<a href="#"><u>Item 9A. Controls and Procedures</u></a>	<u>111</u>
<a href="#"><u>Item 9B. Other Information</u></a>	<u>111</u>
<a href="#"><u>Item 9C. Disclosures Regarding Foreign Jurisdictions that Prevent Inspections</u></a>	<u>112</u>
<b>PART III</b>	
<a href="#"><u>Item 10. Directors, Executive Officers and Corporate Governance</u></a>	<u>113</u>
<a href="#"><u>Item 11. Executive Compensation</u></a>	<u>113</u>
<a href="#"><u>Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters</u></a>	<u>113</u>
<a href="#"><u>Item 13. Certain Relationships and Related Transactions and Director Independence</u></a>	<u>113</u>
<a href="#"><u>Item 14. Principal Accountant Fees and Services</u></a>	<u>113</u>
<b>PART IV</b>	
<a href="#"><u>Item 15. Exhibits and Financial Statement Schedules</u></a>	<u>114</u>
<a href="#"><u>Signatures</u></a>	<u>126</u>

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## PART I

### ITEM 1. BUSINESS

#### Overview

Spirit Airlines, Inc. ("Spirit Airlines"), headquartered in Miramar, Florida, offers affordable travel to value-conscious guests ("Guests"). Our all-Airbus fleet is one of the youngest and most fuel efficient in the United States. During 2023, we served 93 destinations in 15 countries throughout the United States, Latin America and the Caribbean. Our stock trades under the symbol "SAVE" on the New York Stock Exchange ("NYSE").

Our ultra low-cost carrier, or ULCC, business model allows us to compete principally by offering Guests unbundled base fares that remove components traditionally included in the price of an airline ticket. By offering Guests unbundled base fares, we give Guests the power to save by paying only for the À La Smarte® options they choose, such as checked and carry-on bags, advance seat assignments, priority boarding, refreshments and Wi-Fi. We record revenue related to these options as non-fare passenger revenue, which is recorded within passenger revenues in our consolidated statements of operations.

#### Our History

We were founded in 1964 as Clippert Trucking Company, a Michigan corporation. We began air charter operations in 1990 and renamed ourselves Spirit Airlines, Inc. in 1992. In 1994, we reincorporated in Delaware, and in 1999 we relocated our headquarters to Miramar, Florida.

#### Our Corporate Information

Our mailing address and executive offices are located at 2800 Executive Way, Miramar, Florida 33025, and our telephone number at that address is (954) 447-7920. We are subject to the information and periodic reporting requirements of the Securities Exchange Act of 1934, as amended, or Exchange Act, and, in accordance therewith, file periodic reports, proxy statements and other information with the Securities and Exchange Commission or SEC. Such periodic reports, proxy statements and other information are available on the SEC's website at <http://www.sec.gov>. We also post on the Investor Relations page of our website, [www.spirit.com](http://www.spirit.com), a link to our filings with the SEC, our Corporate Governance Guidelines and Code of Business Conduct and Ethics, which applies to all directors and all our employees, and the charters of our Audit, Compensation, Finance, Safety, Security and Operations and Nominating and Corporate Governance committees. Our filings with the SEC are posted as soon as reasonably practical after they are filed electronically with the SEC. Please note that information contained on our website is not incorporated by reference in, or considered to be a part of, this report.

#### Our Corporate Structure

In August 2020, Spirit Airlines formed several new subsidiaries; Spirit Finance Cayman 1 Ltd. ("HoldCo 1"), Spirit Finance Cayman 2 Ltd. ("HoldCo 2"), Spirit IP Cayman Ltd. ("Spirit IP") and Spirit Loyalty Cayman Ltd. ("Spirit Loyalty"). Each are Cayman Islands exempted companies incorporated with limited liability. Spirit IP and Spirit Loyalty are wholly-owned subsidiaries of HoldCo 2 (other than the special share issued to the special shareholder, who granted a proxy to vote such share to the collateral agent for the 8.00% senior secured notes (as defined herein)). HoldCo 1 and HoldCo 2 are special purpose holding companies. HoldCo 2 is a wholly-owned direct subsidiary of HoldCo 1 (other than the special share issued to the special shareholder, who granted a proxy to vote such share to the collateral agent for the 8.00% senior secured notes). HoldCo 1 is a wholly-owned subsidiary of Spirit Airlines (other than the special share issued to the special shareholder, who granted a proxy to vote such share to the collateral agent for the 8.00% senior secured notes).

#### Current Developments

##### *JetBlue Merger*

On July 28, 2022, we entered into an Agreement and Plan of Merger (the "Merger Agreement") with JetBlue Airways Corporation, a Delaware corporation ("JetBlue"), and Sundown Acquisition Corp., a Delaware corporation and a direct, wholly owned subsidiary of JetBlue ("Merger Sub"), pursuant to which and subject to the terms and conditions therein, Merger Sub will merge with and into Spirit, with Spirit continuing as the surviving entity (the "Merger"). As a result of the Merger, each existing share of Spirit's common stock (except for dissenting shares, treasury stock, and shares of Spirit's common stock owned by JetBlue, Merger Sub or any of their respective wholly owned subsidiaries), will be converted into the right to receive an amount in cash per share, without interest, equal to (such amount, the "Merger Consideration") (i) \$33.50 minus (ii) (A) \$2.50 (the "Approval Prepayment Amount"), paid on October 26, 2022 following the adoption by Spirit stockholders of the Merger Agreement on October 19, 2022, and (B) an additional monthly per share prepayment amount calculated as the product

of \$0.10 and the number of additional prepayments paid (or, in the event the Closing occurs after the record date of, but before the payment date of any such additional prepayment, to the extent payable after the Closing), not to exceed \$1.15 per share of Spirit common stock, by JetBlue to Spirit stockholders in accordance with the Merger Agreement (each such payment is referred to as an “Additional Prepayment” and such \$0.10 amount is referred to as the “Additional Prepayment Amount”). If an aggregate of \$1.15 of Additional Prepayment Amounts has been paid out before consummation or termination of the Merger, Spirit stockholders will thereafter continue to receive monthly Additional Prepayments, at the same \$0.10 per month rate until the transaction closes or the Merger Agreement is terminated. The Merger Agreement becomes unilaterally terminable by either JetBlue or Spirit after July 24, 2024.

In accordance with the terms of the Merger Agreement, JetBlue is required to pay or cause to be paid the Approval Prepayment Amount to Spirit stockholders as of the record date established by Spirit for the special meeting to approve the Merger Agreement within five business days following such Spirit stockholder approval. Thereafter, on or prior to the last business day of each month beginning after December 31, 2022 until the earlier of the Closing or termination of the Merger Agreement, JetBlue will also pay or cause to be paid the Additional Prepayment Amount to Spirit stockholders as of a record date not more than five business days prior to the last business day of such month. Payments made from JetBlue to Spirit stockholders do not impact our results of operations or cash flows.

On October 19, 2022, Spirit’s stockholders approved the Merger Agreement at a special meeting of stockholders. The record date for both Spirit’s special meeting and the Approval Prepayment was September 12, 2022. In accordance with the terms of the Merger Agreement, on October 26, 2022, JetBlue paid the Spirit stockholders the Approval Prepayment Amount of \$2.50 per share. Additionally, beginning January 2023, JetBlue paid on a monthly basis the Additional Prepayments of \$0.10 per share of common stock to all Spirit stockholders as of each record date per the agreement.

Due to the payment of the Approval Prepayment and each of the Additional Prepayment Amounts, in accordance with the terms of the respective debt indentures and warrant agreements, we announced related adjustments to the conversion rates of our convertible notes due 2025 and our convertible notes due 2026 as well as adjustments to the exercise prices and warrant shares of the outstanding warrants issued in connection with our participation in the Payroll Support Program authorized by the CARES Act (“PSP1”), as extended by the Consolidated Appropriations Act of 2021 (“PSP2”) and the American Rescue Plan Act (“PSP3”). As of December 31, 2023, the conversion rates of the convertible notes due 2025 and 2026 were 94.9262 and 24.6649 shares of voting common stock per \$1,000 principal amount of convertible notes, respectively. In addition, as of December 31, 2023, the exercise prices of the PSP1, PSP2 and PSP3 warrants were \$11.663, \$20.229 and \$30.196, respectively, and the number of warrant shares issuable upon the exercise of the PSP1, PSP2 and PSP3 warrants were adjusted to 628,725.19, 166,292.37 and 97,219.73, respectively.

Completion of the Merger is subject to the satisfaction or waiver of certain closing conditions, including, among other things: (1) approval of the transactions by Spirit’s stockholders, which was received on October 19, 2022; (2) receipt of applicable regulatory approvals, including approvals from the U.S. Federal Communications Commission, the U.S. Federal Aviation Administration and the U.S. Department of Transportation and the expiration or early termination of the statutory waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and other competition laws, and other required regulatory approvals; (3) the absence of any law or order prohibiting the consummation of the transactions; and (4) the absence of any material adverse effect (as defined in the Merger Agreement) on Spirit.

On March 7, 2023, the U.S. Department of Justice (“DOJ”) filed suit to block the Merger and a trial was held in late 2023. On January 16, 2024, the United States District Court for the District of Massachusetts (the “District Court”) granted a permanent injunction against the Merger (the “Injunction”). On January 19, 2024, Spirit and JetBlue filed a notice of appeal to reverse the District Court’s decision and allow Spirit and JetBlue to complete the Merger. On January 25, 2024, JetBlue made a public filing stating that certain closing conditions required by the Merger Agreement may not be satisfied prior to the outside dates set forth in the Merger Agreement and, accordingly, the Merger Agreement may be terminable on and after January 28, 2024. We do not believe there is a basis for terminating the Merger Agreement, and we will continue to abide by all of our obligations under the Merger Agreement. On January 29, 2024, Spirit and JetBlue filed a request with the U.S. Court of Appeals for the First Circuit (the “Court of Appeals”) seeking an expedited schedule for their appeal. On February 2, 2024, the Court of Appeals granted our motion, stating it would hear arguments in June 2024.

In addition, Spirit has agreed, among other things, that neither it nor any of its directors, officers, employees and representatives will (1) solicit alternative transactions, (2) participate in any discussions or negotiations relating to alternative transactions, (3) furnish any non-public information in connection with alternative transactions or (4) enter into any agreement relating to alternative transactions, except under limited circumstances described in the Merger Agreement. However, in certain circumstances, Spirit may terminate the Merger Agreement to enter into a definitive agreement for a Superior Proposal (as

defined in the Merger Agreement). In addition, Spirit, JetBlue and Merger Sub each make certain customary representations, warranties and covenants, as applicable, in the Merger Agreement.

The Merger Agreement contains certain termination rights for Spirit and JetBlue, including, without limitation, a right for either party to terminate if the Merger is not consummated on or before July 28, 2023 (the "Outside Date"), subject to certain automatic extensions up to July 24, 2024 if needed to obtain regulatory approvals. Since all regulatory approvals required to consummate the Merger were not obtained as of July 28, 2023 and January 28, 2024, the current Outside Date has been automatically extended to July 24, 2024. Upon termination of the Merger Agreement under specified circumstances, Spirit will be required to pay JetBlue a termination fee of \$94.2 million. Upon the termination of the Merger Agreement by JetBlue because of a material uncured breach by Spirit of the Merger Agreement, Spirit will be required to pay JetBlue an amount equal to the sum of all amounts paid by JetBlue to the Spirit stockholders. Upon the termination of the Merger Agreement for failure to obtain antitrust regulatory clearance, JetBlue will be required to pay (i) to Spirit, \$70.0 million, and (ii) to the Spirit stockholders, the excess of (A) \$400.0 million minus (B) the sum of the Approval Prepayment Amount and all Additional Prepayment Amounts previously paid by JetBlue to the Spirit stockholders.

#### ***Pratt & Whitney***

On July 25, 2023, RTX Corporation, parent company of Pratt & Whitney, announced that it had determined that a rare condition in the powdered metal used to manufacture certain engine parts will require accelerated inspection of the PW1100G-JM ("GTF") fleet, which powers our A320neo family of aircraft.

In September 2023, Pratt & Whitney notified us that all the geared turbofan GTF neo engines in our fleet, including the engines slotted for future aircraft deliveries, for a yet to be determined period, are subject to the inspection and possible replacement, of the powdered metal high-pressure turbine and compressor discs. In addition, Pratt & Whitney issued a special instruction ("SI"), requiring accelerated engine removals and inspections covering the initial tranche of operational engines, no later than September 15, 2023. As of December 31, 2023, in accordance with the SI issued by Pratt & Whitney, we have removed five engines from service, three of which are currently awaiting induction for inspection.

For the remaining engines, Pratt & Whitney has provided an initial analysis on an inspection and removal schedule for these engines. In addition, to the 5 engines removed from service, we had 12 neo aircraft grounded as of December 31, 2023 for reliability, durability, and inspection requirements combined. For 2024, we had an average of 13 grounded neo aircraft in January 2024, and we expect the average number of grounded neo aircraft will increase to approximately 40 in December 2024, averaging approximately 25 grounded for the full year. We currently estimate the majority of affected engines will require removal and inspection in 2024, but will continue through 2026, based on service bulletins ("SB") issued by Pratt & Whitney and related airworthiness directives issued by the FAA.

The temporary removal of engines from service is expected to drive a significant decrease in our near-term growth projections. We have reduced capacity in amounts and timing commensurate with the initially scheduled removal and inspection of these impacted engines; however, we continue to assess the impact on our future capacity plans. Pratt & Whitney stated that it is focused on addressing the challenges arising from the powdered metal manufacturing issue and will proactively take steps to support and mitigate the operational impact to its customers. We are in discussions with Pratt & Whitney regarding compensation for the loss of utilization; however, the amount, timing or structure of the compensation that will be agreed upon is not yet known.

#### ***Retirement of A319 Aircraft***

We operate a single-fleet type of Airbus A320-family aircraft that is one of the youngest in the United States. During the fourth quarter of 2022, we made the decision to accelerate the retirement of 29 of our A319 aircraft. During the twelve months ended December 31, 2023, we completed the sale of 12 A319 airframes and 20 A319 engines. The remaining A319 aircraft had an average age of 16.9 years as of December 31, 2023. Excluding the A319 aircraft to be sold, the average age of our fleet would have been 5.5 years as of December 31, 2023. In addition, we are scheduled to take delivery of 121 new Airbus A320-family aircraft through 2029, potentially making ours the youngest fleet in the United States. Refer to "Notes to Consolidated Financial Statements—1. Summary of Significant Accounting Policies" for additional information.

#### **Summary Risk Factors**

Our business is subject to a number of risks, including risks that may prevent us from achieving our business objectives or may adversely affect our business, financial condition, results of operations, cash flows and prospects. These risks are discussed more fully in Item 1A. Risk Factors herein. These risk factors include, but are not limited to, the following:

- The impact on our business of the Merger and our ability to complete the Merger in a timely manner;
- The competitiveness of our industry;
- Volatility in fuel costs or significant disruptions in the supply of fuel;
- Adverse domestic or global economic conditions on our business, results of operations and financial condition, including our ability to obtain financing or access capital markets;
- Factors beyond our control, including air traffic congestion at airports, air traffic control inefficiencies, major construction or improvements at airports, adverse weather conditions, increased security measures, new travel related taxes or the outbreak of disease;
- Increased labor costs, union disputes, employee strikes and other labor-related disruption;
- Our maintenance costs, which will increase as our fleet ages;
- The extensive regulation by the FAA, DOT, TSA and other U.S. and foreign governmental agencies to which we are subject;
- Our reliance on technology and automated systems to operate our business;
- Our reliance on third-party service providers to perform functions integral to our operations, including for ground handling, fuel, catering, passenger handling, maintenance, reservations and other services;
- Our reliance on a limited number of suppliers for our aircraft and engines;
- Reduction in demand for air transportation, or governmental reduction or limitation of operating capacity, in the domestic U.S., Caribbean or Latin American markets;
- The success of the Free Spirit Program and the Spirit Saver\$ Club®; and
- Our significant amount of aircraft-related fixed obligations and additional debt that we have incurred, and may incur in the future.

## **Our Business Model**

Our ULCC business model provides Guests low, unbundled base fares with a range of optional services, allowing Guests the freedom to choose only the options they value. The success of our model is driven by our low-cost structure, which has historically, up to 2020, allowed us to maintain high profit margins while offering low base fares. Our low-cost structure is primarily driven by having a high fleet utilization. Throughout most of 2023, we were unable to achieve historical high levels of fleet utilization primarily due to pilot and industry infrastructure constraints. In the post-pandemic period, lower utilization as well as wage and other inflationary pressures, have increased our operating costs. In addition, the industry has experienced capacity increases, leading to increased competition in the markets we serve and resulting in a decrease on our average fares.

We are focused on value-conscious travelers who pay for their own travel, and our business model is designed to deliver what our Guests want: low fares and a great experience. We use low fares to address underserved markets, which helps us to increase passenger volume and load factors on the flights we operate. We also have high-density seating configurations on our aircraft and a simplified onboard product designed to lower costs. High passenger volumes and load factors help increase our sales of ancillary products and services, which in turn allows us to reduce the base fare we offer even further. We strive to be recognized by our Guests and potential Guests as the low-fare leader in the markets we serve.

We compete based on total price. We believe that we and our Guests benefit when we allow our Guests to know the total price of their travel by breaking out the cost of optional products or services. We allow our Guests to see all available options and their respective prices prior to purchasing a ticket, and this full transparency illustrates that our total price, including the options selected is lower, on average, than other airlines.

Through branded campaigns, we educate the public on how our unbundled pricing model works, how it provides a choice on how they spend their money and how it saves them money compared to other airlines. We show our commitment to delivering the best value in the sky by continuing to make improvements to the Guest experience, including a freshly updated cabin interior with ergonomically-designed seats and self bag-tagging in most airports to reduce check-in processing time.

## **Our Strengths**

We believe we compete successfully in the airline industry by leveraging the following demonstrated business strengths:

**Ultra Low-Cost Structure.** Our unit operating costs are among the lowest of all airlines operating in the United States. We believe this unit cost advantage helps protect our market position and enables us to offer some of the lowest base fares in our markets and support continued growth. Our operating costs per available seat mile ("CASM") of 10.52 cents in 2023 was significantly lower than those of the major domestic network carriers and among the lowest of the domestic low-cost carriers. We achieve these low unit operating costs in large part due to:

- high aircraft utilization;
- high-density seating configurations on our aircraft along with a simplified onboard product designed to lower costs;
- minimal hub-and-spoke network inefficiencies;
- highly productive workforce;
- opportunistic outsourcing of operating functions;
- operating a single-fleet type of Airbus A320-family aircraft that is one of the youngest and most fuel efficient in the United States and operated by common flight crews;
- reduced sales, marketing and distribution costs through direct-to-consumer marketing;
- efficient flight scheduling, including minimal ground times between flights; and
- a company-wide business culture that is keenly focused on driving costs lower.

**Innovative Revenue Generation.** We execute our innovative, unbundled pricing strategy to generate significant non-ticket revenue, which enables our passengers to identify, select and pay for only the products and services they want to use. In implementing our unbundled strategy, we have grown non-ticket revenue per passenger flight segment from approximately \$5 in 2006 to \$69 in 2023 generally by:

- charging for checked and carry-on baggage;
- passing through most distribution-related expenses;
- charging for premium seats and advance seat selection;
- applying dynamic pricing for ancillary products and services;
- maintaining consistent ticketing policies, including service charges for changes and cancellations;
- generating subscription revenue from our Spirit Saver\$ Club<sup>®</sup>;
- deriving brand-based revenues from proprietary services, such as our Free Spirit affinity credit card program;
- offering a combination of our most popular Á La Smarte<sup>®</sup> items at a discount, such as boost-it and bundle-it combos;
- offering third-party travel products (travel packages), such as hotel rooms, ground transportation (rental and hotel shuttle products) and attractions (show or theme park tickets) packaged with air travel on our website; and
- selling third-party travel insurance through our website.

**Our Network.** We have developed a substantial network of destinations in U.S. domestic markets, targeted growth markets in the Caribbean and Latin America and high-volume routes flown by price-sensitive travelers. We seek to balance growth between large domestic markets, large leisure destinations and opportunities in the Caribbean and Latin America according to current economic and industry conditions.

**Experienced International Operator.** We believe we have substantial experience in foreign aviation, security and customs regulations, local ground operations and flight crew training required for successful international and overwater flight operations. All of our aircraft are certified for overwater operations. We believe we compete favorably against other low-cost carriers because we have been conducting international flight operations since 2003 and have developed substantial experience in complying with the various regulations and business practices in the international markets we serve. During 2023, 2022 and 2021, no revenue from any one foreign country represented greater than 4% of our total passenger revenue. We attribute operating revenues by geographic region based upon the origin and destination of each passenger flight segment.

#### **Loyalty Programs**

We operate the Spirit Saver\$ Club<sup>®</sup>, which is a subscription-based loyalty program that allows members access to unpublished, extra-low fares as well as discounted prices on bags and seats, shortcut boarding and security, "Flight Flex" flight modification product, and exclusive offers on hotels, rental cars and other travel necessities. We also operate the Free Spirit

loyalty program (the “Free Spirit Program”), which attracts members and partners and builds customer loyalty for us by offering a variety of awards, benefits and services. Free Spirit Program members earn and accrue points for dollars spent on our flights and services from non-air partners such as retail merchants, hotels or car rental companies or by making purchases with credit cards issued by partner banks and financial services providers. Points earned and accrued by Free Spirit Program members can be redeemed for travel awards such as free (other than taxes and government-imposed fees), discounted or upgraded travel.

## **Route Network**

During 2023, our route network included over 420 markets served by 93 airports throughout the United States, Latin America and the Caribbean. For more details on the destinations to which we fly, refer to our route map on our website, [www.spirit.com/en/route-map](http://www.spirit.com/en/route-map).

Our network expansion targets underserved and/or overpriced markets. We employ a rigorous process to identify opportunities to deploy new aircraft where we believe they will be most profitable. To monitor the profitability of each route, we analyze weekly and monthly profitability reports as well as near-term forecasting.

## **Competition**

The airline industry is highly competitive. The principal competitive factors in the airline industry are fare pricing, total price, flight schedules, aircraft type, passenger amenities, number of routes served from a city, customer service, safety record and reputation, code-sharing relationships and loyalty programs and redemption opportunities. We typically compete in markets served by traditional U.S. network airlines, and other low-cost carriers and ULCCs, and, to a lesser extent, regional airlines.

As of December 31, 2023, our top three largest network overlaps, as measured by overlapping available seat miles in metro markets, are with Southwest Airlines, American Airlines and Frontier Airlines. Our principal competitive advantage is our relative cost advantage which allows us to offer low base fares. In 2023, our unit operating costs were among the lowest in the U.S. airline industry. In most operating environments, we believe our low unit costs coupled with our relatively stable non-ticket revenues allow us to price our fares at levels where we can be profitable while our primary competitors cannot.

The airline industry is particularly susceptible to price discounting because, once a flight is scheduled, airlines incur only nominal incremental costs to provide service to passengers occupying otherwise unsold seats. The expenses of a scheduled aircraft flight do not vary significantly with the number of passengers carried and, as a result, a relatively small change in the number of passengers or in pricing could have a disproportionate effect on an airline’s operating and financial results. Price competition occurs on a market-by-market basis through price discounts, changes in pricing structures, fare matching, target promotions and loyalty initiatives. Airlines typically use discount fares and other promotions to stimulate traffic during normally slower travel periods to generate cash flow and to maximize TRASM. The prevalence of discount fares can be particularly acute when a competitor has excess capacity that it is unable to fill at higher rates. A key element to our competitive strategy is to maintain very low unit costs in order to permit us to compete successfully in price-sensitive markets.

## **Seasonality**

Our business is subject to significant seasonal fluctuations. We generally expect demand to be greater in the second and third quarters each year due to more vacation travel during these periods, as compared to the rest of the year. The air transportation business is also volatile and highly affected by economic cycles and trends.

## **Distribution**

The majority of our tickets are sold through direct channels, including online via [www.spirit.com](http://www.spirit.com), our call center and our airport ticket counters, with [www.spirit.com](http://www.spirit.com) being the primary channel. We also partner with a number of third parties to distribute our tickets, including online and traditional travel agents and electronic global distribution systems.

## **Customers**

We believe our customers are primarily leisure travelers who are paying for their own ticket and who make their purchase decision based largely on value. By maintaining a low-cost structure, we have historically been able to successfully sell tickets at lower fares while maintaining a strong profit margin. However, industry capacity increases have led to increased competition in the markets we serve and resulted in a decrease in our average fares.

## **Customer Service**

We are committed to taking care of our customers. We believe focusing on customer service in every aspect of our operations, including personnel, flight equipment, in-flight and ancillary amenities, on-time performance, flight completion ratios, and baggage handling will strengthen customer loyalty and attract new customers. We proactively aim to improve our operations to ensure further improvement in customer service.

Our online booking process allows our customers to see all available options and their prices prior to purchasing a ticket. We maintain a campaign that illustrates our total prices are lower, on average, than those of our competitors, even when options are included.

## Fleet

We fly only Airbus A320 family aircraft, which provides us significant operational and cost advantages compared to airlines that operate multiple aircraft types. By operating a single aircraft type, we avoid the incremental costs of training crews across multiple types. Flight crews are entirely interchangeable across all of our aircraft, and maintenance, spare parts inventories and other operational support remains highly simplified compared to those airlines with more complex fleets. Due to this commonality among Airbus single-aisle aircraft, we can retain the benefits of a fleet comprised of a single type of aircraft while still having the flexibility to match the capacity and range of the aircraft to the demands of each route.

As of December 31, 2023, we had a fleet of 205 Airbus single-aisle aircraft, which are commonly referred to as "A320 family" aircraft. A320 family aircraft include the A319, A320 and A321 models, which have broadly common design and equipment but differ most notably in fuselage length, service range and seat capacity. Within the A320 family of aircraft, models using existing engine technology may carry the suffix "ceo," denoting the "current engine option," while models equipped with new-generation engines may carry the suffix "neo," denoting the "new engine option." As of December 31, 2023, our fleet consisted of 19 A319ceos, 64 A320ceos, 84 A320neos, 30 A321ceos and 8 A321neos, and the average age of the fleet was 6.6 years. As of December 31, 2023, we owned 73 aircraft, of which 29 aircraft were financed through fixed-rate long-term debt, 27 aircraft were financed through enhanced equipment trust certificates ("EETCs") and 17 were purchased off lease. As of December 31, 2023, we had 132 leased aircraft, of which 117 aircraft were financed under operating leases and 15 aircraft would have been deemed finance leases resulting in failed sale-leaseback transactions. In addition, as of December 31, 2023, we had 6 spare engines financed under operating leases and owned 28 spare engines. Refer to "Notes to Consolidated Financial Statements—13. Debt and Other Obligations" and "Notes to Consolidated Financial Statements—14. Leases" for additional information.

On December 20, 2019, we entered into an A320 NEO Family Purchase Agreement with Airbus S.A.S. ("Airbus") for the purchase of 100 new Airbus A320neo family aircraft, with options to purchase up to 50 additional aircraft. This agreement included a mix of Airbus A319neo, A320neo and A321neo aircraft with such aircraft scheduled for delivery through 2027. As of December 31, 2023, our firm aircraft orders consisted of 99 A320 family aircraft with Airbus, including A320neos and A321neos, with deliveries expected through 2029. As of December 31, 2023, we had secured financing for 18 aircraft, scheduled for delivery from Airbus through 2025 which will be financed through sale-leaseback transactions. In addition, as of December 31, 2023, we had agreements in place for the delivery of 22 direct operating leases of A321neos with third-party lessors, expected through 2025.

During the third quarter of 2021, we entered into an Engine Purchase Support Agreement which requires us to purchase a certain number of spare engines in order to maintain a contractual ratio of spare engines to aircraft in the fleet. As of December 31, 2023, we are committed to purchase 19 PW1100G-JM spare engines, with deliveries through 2029. The firm aircraft orders provide for capacity growth as well as the flexibility to add to, or replace, the aircraft in our present fleet. We may elect to supplement these deliveries by additional acquisitions from the manufacturer or in the open market if demand conditions merit. We also may adjust or defer deliveries, or change models of aircraft in our delivery stream, from time to time, as a means to match our future capacity with anticipated demand and growth trends.

Consistent with our ULCC business model, each of our aircraft is configured with a high density seating configuration, which helps us maintain a lower unit cost. Our high density seating configuration accommodates more passengers than those of our competitors when comparing the same type of aircraft.

## Maintenance and Repairs

We maintain our aircraft in accordance with an FAA-approved maintenance program built from the manufacturers recommended maintenance schedule and maintained by our Technical Services department. Our maintenance technicians undergo extensive initial and recurrent training to ensure the safe operation of our aircraft. For the sixth year in a row, Spirit has achieved the FAA's highest award for Technical Training, the Diamond Award of Excellence. This award is only achieved if 100% of technicians receive the FAA's Aircraft Maintenance Technician ("AMT") Certificate of Training.

Aircraft maintenance and repair consists of routine and non-routine maintenance, and work performed is divided into three general categories: line maintenance, heavy maintenance and component service. Line maintenance consists of routine daily and weekly scheduled maintenance checks on our aircraft, including pre-flight, daily, weekly and overnight checks, and any diagnostics and routine repairs and any unscheduled items on an as needed basis. Additionally, maintenance program tasks that may take up to two years to fully complete are performed periodically in line maintenance at scheduled day visits or segmented into overnight work packages. Line maintenance events are currently serviced by in-house mechanics supplemented by contract labor and are primarily completed at airports we currently serve. Heavy airframe maintenance checks consist of a series of more complex tasks that generally can take from one to four weeks to accomplish and typically are required approximately every 36 months. Heavy engine maintenance is generally performed every six years and includes a more complex scope of work. Due to our relatively small fleet size and projected fleet growth, we believe outsourcing all of our heavy maintenance activity, such as engine servicing, heavy airframe maintenance checks, major part repair and component service repairs is more economical. Outsourcing eliminates the substantial initial capital requirements inherent in heavy aircraft maintenance. We have entered into a long-term flight hour agreement for the majority of our current fleet with International Aero Engines AG ("IAE") and Pratt & Whitney for our engine overhaul services and with various maintenance providers on an hour-by-hour basis for component services. We outsource our heavy airframe maintenance to FAA-qualified maintenance providers.

Our recent maintenance expenses have been lower than what we expect to incur in the future because of the relatively young age of our aircraft fleet. Our maintenance costs are expected to increase as the scope of repairs increases with the increasing age of our fleet. As our aircraft age, scheduled scope of work and frequency of unscheduled maintenance events is likely to increase like any maturing fleet. Our aircraft utilization rate could decrease with the increase in aircraft maintenance.

We own and operate a 126,000-square-foot maintenance hangar facility, adjacent to the airfield at the Detroit Metropolitan Wayne County Airport (DTW). In addition, we lease and operate a 63,700-square-foot maintenance hangar facility and 35,900-square-foot maintenance warehouse, adjacent to the airfield at the Houston George Bush Intercontinental Airport (IAH). These hangars and warehouse allow us to reduce our dependence on third-party facilities and contract line maintenance. Please see "Properties—Ground Facilities."

## **Employees**

Our business is labor intensive, with labor costs representing approximately 27.6%, 22.1% and 32.4% of our total operating costs for 2023, 2022 and 2021, respectively. As of December 31, 2023, we had 3,561 pilots, 6,208 flight attendants, 100 dispatchers, 366 ramp service agents, 284 passenger service agents, 685 aircraft maintenance technicians (a union contract with the Aircraft Mechanics Fraternal Association ("AMFA") is currently under negotiation) and 1,963 non-unionized personnel, airport agents/other and employees in administrative roles, for a total of 13,167 active employees compared to 12,025 active employees as of December 31, 2022. During the twelve months ended December 31, 2023, there were 2,345 employee terminations, including both voluntary and involuntary terminations, for an overall employee turnover rate of 19.5%. As of December 31, 2023, approximately 85% of our employees were represented by six labor unions. On an average full-time equivalent basis, for the full year 2023, we had 12,798 employees, compared to 12,102 in 2022.

FAA regulations require pilots to have commercial licenses with specific ratings for the aircraft to be flown and be medically certified as physically fit to fly. FAA and medical certifications are subject to periodic renewal requirements, including recurrent training and recent flying experience. Flight attendants must have initial and periodic competency training and qualification. For the year ended December 31, 2023, paid training hours for our pilots and flight attendants were 196,503 and 68,508 hours, representing 12.1% and 2.1% of total crew block hours, respectively. Mechanics, quality-control inspectors and dispatchers must be certificated and qualified for specific aircraft. Training programs are subject to approval and monitoring by the FAA. Management personnel directly involved in the supervision of flight operations, training, maintenance and aircraft inspection must also meet experience standards prescribed by FAA regulations. All safety-sensitive employees are subject to pre-employment, random and post-accident drug testing.

Consistent with our core values, we focus on hiring highly productive and qualified employees and ensure they have comprehensive training. Our training programs focus on and emphasize the importance of safety, customer service, productivity, and cost control. We provide continuous training for our crew members including technical training as well as regular training focused on safety and front-line training for our customer service teams. Our training programs include classroom learning, extensive real-world flying experience, and instruction in full flight simulators, as appropriate.

Our Diversity, Equity, Inclusion and Belonging ("DEI&B") journey began in 2020 with us listening, learning, and building awareness. By 2022, we had implemented a DEI&B governance structure and commitment, and had pivoted to a focus on meaningful impact. Our seven Team Member-run employee resource groups ensure all Team Members have a voice in

paving our path; our Supplier Diversity program ensures a focus on minority-owned business partners and diverse suppliers; and our activation plan ensures purposeful change, which includes a focus on Community Responsibility, Ensuring Equitable and Inclusive Total Rewards, Creating an Environment of Inclusion for All and Fostering Belonging Through Representation.

We believe a direct relationship between Team Members and our leadership is in the best interests of our crew members, our customers, and our shareholders. Our leadership team communicates on a regular basis with all Team Members, including crew members, in order to maintain a direct relationship and to keep them informed about news, strategy updates, and challenges affecting the airline and the industry. Effective and frequent communication throughout the organization is fostered through various means including email messages from our CEO and other senior leaders, open forum meetings across our network, periodic leadership visits to our stations, and annual Team Member engagement surveys. We also seek to build human rights awareness among our Team Members and Guests and we have recently implemented a Human Rights Policy.

The Railway Labor Act, or RLA, governs our relations with labor organizations. Under the RLA, our collective bargaining agreements (CBAs) do not expire, but instead become amendable as of a stated date, subject to standard early opener provisions. If either party wishes to modify the terms of any such agreement, they must notify the other party in the manner agreed to by the parties. Under the RLA, after receipt of such notice, the parties must meet for direct negotiations. If no agreement is reached, either party may request the National Mediation Board, or NMB, appoint a federal mediator. The RLA prescribes no set timetable for the direct negotiation and mediation process. It is not unusual for those processes to last for many months, and even several years. If no agreement is reached in mediation, the NMB in its discretion may declare at some time that an impasse exists. If an impasse is declared, the NMB proffers binding arbitration to the parties. Either party may decline to submit to arbitration. If arbitration is rejected by either party, a 30-day “cooling off” period commences. During that period (or after), a Presidential Emergency Board, or PEB, may be established, which examines the parties’ positions and recommends a solution. The PEB process lasts for 30 days and is followed by another “cooling off” period of 30 days. At the end of the “cooling off” periods, unless an agreement is reached or action is taken by Congress, the labor organization and the airline each may resort to “self-help,” including, for the labor organization, a strike or other labor action, and for the airline, the imposition of any or all of its proposed amendments and the hiring of new employees to replace any striking workers. Congress and the President have the authority to prevent “self-help” by enacting legislation that, among other things, imposes a settlement on the parties. The table below sets forth our employee groups and status of their collective bargaining agreements.

Employee Groups	Representative	Amendable Date <sup>(1)</sup>
Pilots	Air Line Pilots Association, International (ALPA)	January 2025
Flight Attendants	Association of Flight Attendants (AFA-CWA)	January 2026
Dispatchers	Professional Airline Flight Control Association (PAFCA)	October 2023
Ramp Service Agents	International Association of Machinists and Aerospace Workers (IAMAW)	November 2026
Passenger Service Agents	Transport Workers Union of America (TWU)	February 2027
Aircraft Maintenance Technicians	Aircraft Mechanics Fraternal Association (AMFA) <sup>(2)</sup>	N/A (2)

(1) Subject to standard early opener provisions.

(2) Collective bargaining agreement is currently under negotiation.

During the fourth quarter of 2022, we reached an agreement with ALPA for a new two-year agreement, which was ratified by ALPA members on January 10, 2023. The ratified agreement includes increased pay rates and other enhanced benefits.

In February 2021, we entered into a Letter of Agreement with the AFA-CWA to change the amendable date of the collective bargaining agreement from May 4, 2021 to September 1, 2021. All other terms of the collective bargaining agreement remained the same. In June 2021, the AFA-CWA notified us, as required by the RLA, that it intended to submit proposed changes to the collective bargaining agreement covering our flight attendants. We commenced negotiations with the AFA-CWA on September 27, 2021. In February 2023, we reached an agreement with our flight attendants which was ratified by the flight attendants on April 13, 2023 and becomes amendable in January 2026. The ratified agreement includes increased pay rates and other enhanced benefits.

Our dispatchers are represented by PAFCA. In October 2018, we reached a tentative agreement with PAFCA for a new five-year agreement, which was ratified by the PAFCA members in October 2018. In May 2023, PAFCA provided notice that it

intends to amend its Collective Bargaining Agreement with our dispatchers. The parties began negotiating changes to the CBA on July 12, 2023. As of December 31, 2023, we continued to negotiate with PAFCA.

Our ramp service agents are represented by IAMAW. Representation only applies to our Fort Lauderdale station where we have direct employees in the ramp service agent classification. In February 2020, the IAMAW notified us, as required by the RLA, that it intended to submit proposed changes to the collective bargaining agreement covering our ramp service agents which became amendable in June 2020. On September 28, 2021, we filed an “Application for Mediation Services” with the NMB. We were able to reach a tentative agreement with the IAMAW with the assistance of the NMB on October 16, 2021. Our ramp service agents ratified the five-year agreement in November 2021.

In June 2018, our passenger service agents voted to be represented by the TWU, but the representation only applies to our Fort Lauderdale station where we have direct employees in the passenger service classification. We began meeting with the TWU in late October 2018 to negotiate an initial collective bargaining agreement. During February 2022, we reached a tentative agreement with the TWU. Our passenger service agents ratified the five-year agreement on February 21, 2022.

In August 2022, our aircraft maintenance technicians ("AMTs") voted to be represented by AMFA as their collective bargaining agent. As of December 31, 2023, we employed approximately 700 AMTs. In November 2022, AMFA notified us of its intent to negotiate a CBA and began negotiations. In October 2023, AMFA filed for mediation with the NMB, and we are currently waiting for mediation dates from the NMB to continue negotiating with AMFA.

## **Safety and Security**

We are committed to the safety and security of our passengers and employees. We strive to comply with or exceed health and safety regulation standards. In pursuing these goals, we maintain an active aviation safety program. All of our personnel are expected to participate in the program and take an active role in the identification, reduction and elimination of hazards.

Our ongoing focus on safety relies on training our employees to proper standards and providing them with the tools and equipment they require so they can perform their job functions in a safe and efficient manner. Safety in the workplace targets several areas of our business, including: flight operations, maintenance, in-flight, dispatch and station operations. The Transportation Security Administration, or TSA, is charged with aviation security for both airlines and airports. We maintain active, open lines of communication with the TSA at all of our locations to ensure proper standards for security of our personnel, customers, equipment and facilities are exercised throughout our business.

## **Insurance**

We maintain insurance policies we believe are customary in the airline industry and as required by the DOT. The policies principally provide liability coverage for public and passenger injury; damage to property; loss of or damage to flight equipment; fire and extended coverage; war risk (terrorism); directors' and officers' liability; advertiser and media liability; cyber risk liability; fiduciary; and workers' compensation and employer's liability. Renewing coverage could result in a change in premium and more restrictive terms. Although we currently believe our insurance coverage is adequate, there can be no assurance that the amount of such coverage will not be changed or that we will not be forced to bear substantial losses from accidents.

## **Management Information Systems**

We have continued our commitment to technology improvements to support our ongoing operations and initiatives. In 2021, we focused on additional modernization capabilities to enhance the travel experience of our Guests. In cooperation with the TSA, our Automated Self Service Bag Drop project is installed and functioning in several airports. Our plan is to accelerate the deployment of this experience as well as to further enhance the customer convenience features. In addition, we have achieved a broad investment in a mobility tool for all our workforce that enhances productivity and capabilities. Furthermore, we believe the launch of our new Free Spirit Program has delivered an exceptional improvement in the Guest experience and utility. In 2021, the Azure Cloud migration of Data and Application continued. Lastly, our secondary Operations Control Center in Orlando went into production mid-year and will provide substantial improvements in disaster recovery scenarios.

In 2022, we targeted the modernization of our crew applications and technologies to accelerate the response to irregular operations. These improvements involved upgrades to the main flight operations system, enabling and enhancing chat functionality for our crews, improving crew scheduling voice response, and providing real time operational monitoring capabilities. In addition to operations, we have made significant improvements to our digital transformation for Guest experience through the implementation of our customer data platform. We have successfully migrated our maintenance and flight operation systems to the Azure cloud. Our journey to full cloud continues as we continue to seek opportunities to optimize cloud solutions.

In 2023, we continued our technology modernization with a new mobile workplace application for the Flight Attendant team. This application improves the experience for streamlining daily tasks such as check-in, assigning positions, viewing manifests and personal work schedules. Our digital transformation journey added capabilities providing self-service options to our Guests and employees such as refund automation, flight status, employee benefits and more. This year we matured our cyber security programs within the CIS v8 framework as we refine our environments to meet the rapidly changing cyber threat landscape. One major focus has been providing a more frequent cycle of timely and consistent cyber security awareness to our team members. The cloud strategy continues to evolve as operational and cyber security imperatives guide us, migration of services and data continues in our multi-region footprint and we have begun planning for a diverse cloud provider strategy.

## **Foreign Ownership**

Under DOT regulations and federal law, we must be owned and controlled by U.S. citizens. In order to qualify, at least 75% of our stock must be voted by U.S. citizens, 51% of our outstanding equity must be owned by U.S. citizens, and our president and at least two-thirds of our board of directors and senior management must be U.S. citizens.

We believe we are currently in compliance with such foreign ownership rules.

## **Government Regulation**

### ***Operational Regulation***

The airline industry is heavily regulated, especially by the federal government. Two of the primary regulatory authorities overseeing air transportation in the United States are the DOT and the FAA. The DOT has jurisdiction over economic and consumer issues affecting air transportation, such as competition, route authorizations, advertising and sales practices, baggage liability, disabled passenger transportation, reporting of mishandled bags, tarmac delays and responding to customer complaints among other areas.

In July 2021, the DOT issued a Notice of Proposed Rulemaking (NPRM) requiring airlines to refund checked bag fees for delayed bags if they are not delivered to the passenger within a specified number of hours and refunding ancillary fees for services related to air travel that passengers did not receive.

In November 2021, the DOT reopened the comment period on an NPRM regarding short-term improvements to lavatory accessibility, including new proposed requirements for onboard wheelchairs (OBWs) (Part 1). This NPRM was to gather information about all aspects of OBW design, including stowage, before issuing any final binding regulation on the topic.

In March 2022, the DOT issued a NPRM (Part 2) requiring airlines to ensure that at least one lavatory on new single-aisle aircraft with at least 125 passenger seats is large enough to permit a passenger with a disability (with the help of an assistant, if necessary) to approach, enter and maneuver within the lavatory, as necessary, to use all lavatory facilities and to leave by means of the aircraft's on-board wheel chair. If enacted as currently proposed, this NPRM (Part 2) would apply to new aircraft ordered 18 years or delivered 20 years after the effective date of a final rule. The DOT published its Accessible Lavatories on Single-Aisle Aircraft final rule on August 1, 2023, which became effective October 2, 2023. Among other requirements, the final rule requires new single-aisle aircraft with 125 seats or more that are ordered 10 years after or delivered 12 years after October 2, 2023, to have accessible lavatories.

In July 2022, the DOT published its Airline Passengers with Disabilities Bill of Rights, applicable to U.S. and foreign carriers, and required airlines to publish the same on their websites with appropriate email notifications sent to passengers with disabilities. The DOT continues to review potential rules regarding disabled passengers, including a NPRM scheduled to be released next year regarding wheelchair handling and training initiatives.

In July 2022, the Office of Aviation Consumer Protection (OACP) issued a notice urging airlines to provide seats to children 13 years or younger with an adult on the same booking with no additional charge. In response to the OACP's notice during 2023, the DOT added to their website a Child Seating dashboard comparing reporting carriers and their procedures on seating children 13 years or younger with an adult on a booking.

In August 2022, the DOT issued a NPRM requiring airlines and ticket agents to provide non-expiring travel vouchers or credits to consumers holding non-refundable tickets for scheduled flights to, from, or within the United States as a result of the carrier cancelling or making a significant change to a scheduled flight, a serious communicable disease or for several other reasons. The NPRM will further define the terms "significant change" and "cancellation" and will require airlines and ticket agents to provide refunds if they receive significant financial assistance from the government as a result of a public health

emergency. As of December 31, 2023, a final rule has not been issued; however, it is our understanding that the DOT will combine this NPRM with the July 2021 PRM, regarding refunding of certain checked bag fees and ancillary fees, and that the DOT anticipates issuing a final rule in February 2024.

At the end of August 2022, the DOT added an Airline Customer Service Dashboard to their website that compares what reporting carriers offer passengers during a significant controllable delay or cancellation.

In October 2022, the DOT issued a NRPM which would require airlines to increase disclosure of bag fees, change and cancellation fees, and family seating policies during the ticket purchase process in an effort to improve the transparency of airline pricing. The comment period closed on January 23, 2023. The DOT is expected to issue its final rule on fee disclosures in March 2024.

Additional rules and executive orders, including those pertaining to disabled passengers, may be issued. See “Risk Factors—Risks Related to Our Industry—Restrictions on, or increased taxes applicable to, charges for ancillary products and services paid by airline passengers and burdensome consumer protection regulations or laws could harm our business, results of operations and financial condition.”

The DOT has authority to issue certificates of public convenience and necessity required for airlines to provide air transportation. We hold a DOT certificate of public convenience and necessity authorizing us to engage in scheduled air transportation of passengers, property and mail within the United States, its territories and possessions and between the United States and all countries that maintain a liberal aviation trade relationship with the United States (known as “open skies” countries). We also hold DOT certificates to engage in air transportation to certain other countries with more restrictive aviation policies.

The FAA is responsible for regulating and overseeing matters relating to air carrier flight operations, including airline operating certificates, aircraft certification and maintenance and other matters affecting air safety, including rest periods and work hours for all airlines certificated under Part 121 of the Federal Aviation Regulations. The FAA requires each commercial airline to obtain and hold an FAA air carrier certificate. This certificate, in combination with operations specifications issued to the airline by the FAA, authorizes the airline to operate at specific airports using aircraft approved by the FAA. As of December 31, 2023, we had FAA airworthiness certificates for all of our aircraft, we had obtained the necessary FAA authority to fly to all of the cities we currently serve, and all of our aircraft had been certified for overwater operations. Any new or revised operational regulations in the future could result in further increased costs. We believe we hold all necessary operating and airworthiness authorizations, certificates and licenses and are operating in compliance with applicable DOT and FAA regulations, interpretations and policies.

On June 6, 2023, the FAA issued a final rule which requires aircraft manufactured two years after August 25, 2023, which are operated in domestic commercial service by Part 121 airlines to have an installed physical secondary barrier that protects the flightdeck from unauthorized intrusion when the flightdeck door is opened. We are currently evaluating the impacts, if any, of the ruling, which we do not expect to be material.

#### ***International Regulation***

All international service is subject to the regulatory requirements of the foreign government involved. We generally offer international service to Aruba, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Guatemala, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Peru and St. Maarten, as well as Puerto Rico and the U.S. Virgin Islands. If we decide to increase our routes to additional international destinations, we will be required to obtain necessary authority from the DOT and the applicable foreign government. We are also required to comply with overfly regulations in countries that lay along our routes but which we do not serve.

International service is also subject to Customs and Border Protection, or CBP, immigration and agriculture requirements and the requirements of equivalent foreign governmental agencies. Like other airlines flying international routes, from time to time we may be subject to civil fines and penalties imposed by CBP if unmanifested or illegal cargo, such as illegal narcotics, is found on our aircraft. These fines and penalties, which in the case of narcotics are based upon the retail value of the seizure, may be substantial. We have implemented a comprehensive security program at our airports to reduce the risk of illegal cargo being placed on our aircraft, and we seek to cooperate actively with CBP and other U.S. and foreign law enforcement agencies in investigating incidents or attempts to introduce illegal cargo.

We will continue to comply with all contagious disease requirements issued by the US and foreign governments, but we cannot forecast what additional requirements may be imposed in the future or the costs or revenue impact that would be associated with complying with such requirements. See, “Risk Factors—Risks Related to Our Business—We are subject to

extensive and increasing regulation by the FAA, DOT, TSA and other U.S. and foreign governmental agencies, compliance with which could cause us to incur increased costs and adversely affect our business and financial results.”

#### ***Security Regulation***

The TSA was created in 2001 with the responsibility and authority to oversee the implementation, and ensure the adequacy of security measures at airports and other transportation facilities. Funding for passenger security is provided in part by a per enplanement ticket tax (passenger security fee); which as of December 19, 2014, was limited to a round-trip fee of \$11.20. We cannot forecast what additional security and safety requirements may be imposed in the future or the costs or revenue impact that would be associated with complying with such requirements.

#### ***Environmental Regulation***

We are subject to various federal, state and local laws and regulations relating to the protection of the environment and affecting matters such as aircraft engine emissions, aircraft noise emissions and the discharge or disposal of materials and chemicals, which laws and regulations are administered by numerous state and federal agencies. The Environmental Protection Agency, or EPA, regulates operations, including air carrier operations, which affect the quality of air in the United States. We believe the aircraft in our fleet meet all emission standards issued by the EPA. Concern about climate change and greenhouse gases may result in additional regulation or taxation of aircraft emissions in the United States and abroad.

Federal law recognizes the right of airport operators with special noise problems to implement local noise abatement procedures so long as those procedures do not interfere unreasonably with interstate and foreign commerce and the national air transportation system. These restrictions can include limiting nighttime operations, directing specific aircraft operational procedures during takeoff and initial climb, and limiting the overall number of flights at an airport.

#### ***Other Regulations***

We are subject to certain provisions of the Communications Act of 1934, as amended, and are required to obtain an aeronautical radio license from the Federal Communications Commission, or FCC. To the extent we are subject to FCC requirements, we will take all necessary steps to comply with those requirements. We are also subject to state and local laws and regulations at locations where we operate and the regulations of various local authorities that operate the airports we serve. In addition, we are subject to the deployment of new 5G C-band service by wireless communications providers. The DOT and the FAA are currently working with AT&T and Verizon to create appropriate safeguards in the deployment of their new 5G C-band service, which includes the installation of buffer zones around airports and other measures. The DOT and the FAA have required that all U.S. based carriers have 5G C-Band-tolerant radio altimeters or install approved filters by February 2024.

#### ***Future Regulations***

The U.S. and foreign governments may consider and adopt new laws, regulations, interpretations and policies regarding a wide variety of matters that could directly or indirectly affect our results of operations. We cannot predict what laws, regulations, interpretations and policies might be considered in the future, nor can we judge what impact, if any, the implementation of any of these proposals or changes might have on our business.

#### **Corporate Responsibility and Sustainability**

We are committed to integrating environmental, social and governance (“ESG”) practices into and within our business practices and commit to sustainable operations which support the long-term success of our business, shareholders, Team Members, Guests and business partners. We have established four strategic focus areas of our ESG initiatives, practices and commitments: environment, social, workforce and governance. Recognizing the fundamental importance of ESG matters, Spirit’s Board and its committees provide guidance and oversight. The Nominating and Corporate Governance Committee is responsible for oversight of our ESG strategy and practices and periodically reports on these matters to the Board.

We recognize aviation’s impact on climate and our responsibility to help reduce the carbon footprint of air travel. Fuel burn is our greatest environmental and financial impact, and our greatest source of carbon emissions. To address the impact of our flights and operations over the short-term and long-term, our climate and emissions approach focuses on reducing emissions through both fleet and operational efficiencies that conserve fuel and improve overall fuel burn. Our all-Airbus fleet is one of the youngest in the United States and our dense seating configuration, along with our consistent focus on weight-saving measures, has made us consistently one of the most fuel-efficient carriers in the United States.

Further illustrating our commitment, during the fourth quarter of 2023, we issued our 2021/2022 Sustainability Report, showing results of our longstanding commitment to meaningful advancements in environmental sustainability, Guest and community service, Team Member support, and governance. The report highlights our plan for continued progress in

broadening ESG initiatives and improving communities. Refer to “Spirit’s 2021/2022 Sustainability Report” on the Investor Relations section of our website at [www.spirit.com](http://www.spirit.com).

## **ITEM 1A. RISK FACTORS**

### **Cautionary Statement Regarding Forward-Looking Statements**

*This Annual Report on Form 10-K contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the “Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) which are subject to the “safe harbor” created by those sections. Forward-looking statements are based on our management’s beliefs and assumptions and on information currently available to our management. All statements other than statements of historical facts are “forward-looking statements” for purposes of these provisions. In some cases, you can identify forward-looking statements by terms such as “may,” “will,” “should,” “could,” “would,” “expect,” “plan,” “anticipate,” “believe,” “estimate,” “project,” “predict,” “potential,” and similar expressions intended to identify forward-looking statements. Such forward-looking statements are subject to risks, uncertainties and other important factors that could cause actual results and the timing of certain events to differ materially from future results expressed or implied by such forward-looking statements. Factors that could cause or contribute to such differences include, but are not limited to, those identified below. Furthermore, such forward-looking statements speak only as of the date of this report. Except as required by law, we undertake no obligation to update any forward-looking statements to reflect events or circumstances after the date of such statements. Additional risks or uncertainties (i) that are not currently known to us, (ii) that we currently deem to be immaterial, or (iii) that could apply to any company, could also materially adversely affect our business, financial condition, or future results. You should carefully consider the risks described below and the other information in this report. If any of the following risks materialize, our business could be materially harmed, and our financial condition and results of operations could be materially and adversely affected. References in this report to “Spirit,” “we,” “us,” “our,” or the “Company” shall mean Spirit Airlines, Inc., unless the context indicates otherwise.*

### **Risks Related to Recent Events**

#### **The pendency of the proposed Merger may cause disruption in our business.**

On July 28, 2022, we entered into the Merger Agreement with JetBlue and Merger Sub, pursuant to which and subject to the terms and conditions therein, Merger Sub will merge with and into Spirit, with Spirit continuing as the surviving entity.

On March 7, 2023, the DOJ filed suit to block the Merger and a trial was held in late 2023. On January 16, 2024, the District Court granted the Injunction. On January 19, 2024, Spirit and JetBlue filed a notice of appeal to reverse the Injunction and allow Spirit and JetBlue to complete the Merger. On January 25, 2024, JetBlue informed us that certain closing conditions required by the Merger Agreement may not be satisfied prior to the outside dates set forth in the Merger Agreement and, accordingly, the Merger Agreement may be terminable on and after January 28, 2024. We do not believe there is a basis for terminating the Merger Agreement, and we will continue to abide by all of our obligations under the Merger Agreement. On January 29, 2024, Spirit and JetBlue filed a request with the Court of Appeals seeking an expedited hearing of their appeal of the Injunction. On February 2, 2024, the Court of Appeals granted our motion, stating it would hear arguments in June 2024.

The Merger Agreement restricts us from taking specified actions without JetBlue’s consent until the Merger is completed or the Merger Agreement is terminated, including amending our organizational documents, issuing shares of our common stock, divesting certain assets (including certain intellectual property rights), declaring or paying dividends, making certain significant acquisitions or investments, entering into any new lines of business, incurring certain indebtedness in excess of certain thresholds, amending or modifying certain material contracts, making non-ordinary course capital expenditures, making certain non-ordinary course changes to personnel and employee compensation, changing the cabin configuration or amenities on our aircraft and taking actions that may result in the loss of our FAA airworthiness certification or takeoff and landing slots. These restrictions and others more fully described in the Merger Agreement may affect our ability to execute our business strategies and attain our financial and other goals and may impact our business, results of operations and financial condition.

The pendency of the proposed Merger could cause disruptions to our business or business relationships, which could have an adverse impact on our results of operations. Parties with which we have business relationships, including Guests, pilots, employees, suppliers, third-party service providers and third-party distribution channels, may be uncertain as to the future of such relationships and may delay or defer certain business decisions, seek alternative relationships with third parties or seek to alter their present business relationships with us. Parties with whom we otherwise may have sought to establish business relationships may seek alternative relationships with third parties.

The pursuit of the Merger and the preparation for our integration with JetBlue's business is expected to place a significant burden on our management and internal resources. The diversion of management's attention away from day-to-day business concerns and any difficulties encountered in the transition and integration process could adversely affect our business, results of operations and financial condition.

We have incurred and will continue to incur significant costs, expenses and fees for professional services and other transaction costs in connection with the Merger. The substantial majority of these costs will be non-recurring expenses relating to the Merger, and many of these costs are payable regardless of whether or not the Merger is consummated. We also have been subject to, and may face additional, litigation related to the proposed Merger, which could prevent or delay the consummation of the Merger and result in significant costs and expenses.

**Failure to complete the Merger in a timely manner or at all could negatively impact the market price of our common stock, as well as our future business and our results of operations and financial condition.**

The Merger cannot be completed until conditions to closing are satisfied or (if permissible under applicable law) waived. The Merger is subject to numerous closing conditions, including among other things, (1) approval of the transactions by our stockholders (which was received on October 19, 2022); (2) receipt of applicable regulatory approvals, including approvals from the FCC, FAA and DOT and the expiration or early termination of the statutory waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and other competition laws, and other required regulatory approvals; (3) the absence of any law or order prohibiting the consummation of the transactions; and (4) the absence of any material adverse effect (as defined in the Merger Agreement) on the Company.

The failure to satisfy the required conditions could delay the completion of the Merger for a significant period of time or prevent it from occurring. There can be no assurance that the conditions to the closing of the Merger will be satisfied or waived, that our appeal of the District Court's decision will be successful or that the Merger will be completed.

Following the injunction, and in the event the Merger is not completed in a timely manner or at all, our ongoing business may be adversely affected as follows:

- we have experienced and continue to experience negative reactions from the financial markets, and our stock price has declined and could continue to decline to the extent that the current market price reflects an assumption that the Merger will be completed;
- we may experience negative reactions from employees, Guests, suppliers or other third parties;
- we may be subject to litigation, which could result in significant costs and expenses;
- management's focus may be diverted from day-to-day business operations and from pursuing other opportunities that could have been beneficial to the Company; and
- our costs of pursuing the Merger may be higher than anticipated.

Additionally, in approving the Merger Agreement, the Board of Directors considered a number of factors and potential benefits, including the fact that the merger consideration to be received by holders of common stock represented a significant premium over the last closing stock price prior to announcement of the Merger. If the Merger is not completed, the holders of our common stock will not realize this benefit of the Merger.

In addition to the above risks, we may be required, under certain circumstances, to pay JetBlue a breakup fee equal to \$94.2 million and/or to reimburse or indemnify JetBlue for certain of its expenses. If the Merger is not consummated due to the inability to receive regulatory approval, JetBlue would be required to pay Spirit a reverse termination fee of \$70 million. The reverse termination fee may not be sufficient to cover all of the expenses Spirit incurred in connection with the Merger, which may have an adverse effect on our liquidity and results of operations. If the Merger is not consummated, there can be no assurance that these risks will not materialize and will not materially adversely affect our stock price, business, results of operations and financial condition.

**In order to complete the Merger, the Company and JetBlue must obtain certain governmental approvals, and if such approvals are not granted or are granted with conditions, completion of the Merger may be jeopardized or the anticipated benefits of the Merger could be reduced.**

Although the Company and JetBlue have agreed to use reasonable best efforts, subject to certain limitations, to make certain governmental filings and obtain the required governmental approvals, including from the FCC, FAA and DOT, or expiration or earlier termination of relevant waiting periods, as the case may be, there can be no assurance that the relevant waiting periods will expire or be terminated or that the relevant approvals will be obtained. As a condition to approving the Merger, these governmental authorities may impose conditions, terms, obligations or restrictions or require divestitures or place restrictions on the conduct of the combined company's business after completion of the Merger. There can be no assurance that regulators will not impose conditions, terms, obligations or restrictions and that such conditions, terms, obligations or restrictions will not have the effect of delaying or preventing completion of the Merger or imposing additional material costs on or materially limiting the revenues of the combined company following the Merger, or otherwise adversely affecting, including to a material extent, our business, results of operations and financial condition after completion of the Merger. If we are required to divest assets or businesses, there can be no assurance that we will be able to negotiate such divestitures expeditiously or on favorable terms or that the governmental authorities will approve the terms of such divestitures. We can provide no assurance that these conditions, terms, obligations or restrictions will not result in the abandonment of the Merger.

On March 7, 2023, the DOJ filed suit to block the Merger. A trial was held in late 2023. On January 16, 2024, the District Court granted the Injunction. On January 19, 2024, Spirit and JetBlue filed a notice of appeal to reverse the District Court's decision and allow Spirit and JetBlue to complete the Merger. On January 29, 2024, Spirit and JetBlue filed a request with the Court of Appeals seeking an expedited schedule for their appeal. On February 2, 2024, the Court of Appeals granted our motion, stating it would hear arguments in June 2024. The appeal of the Injunction will be time-consuming and expensive and there can be no assurance that we or JetBlue would ultimately be successful, or that if the Injunction is reversed, that the DOJ would not further appeal. Furthermore, any of the other governmental authorities from which we need approvals may also sue us and JetBlue in U.S. federal court to prevent the Merger from being consummated. Defending any such lawsuit will be time-consuming and expensive and there can be no assurance that we and JetBlue would ultimately be successful.

Additionally, if the Merger is not consummated, Spirit stockholders and holders of Spirit's convertible notes and warrants will not receive the merger consideration that would have been paid at the closing of the Merger.

**You must be a Spirit stockholder as of the specified record dates to receive the prepayments of merger consideration.**

The prepayments of merger consideration by JetBlue will only be made to Spirit stockholders as of the specified record dates. If you are not a Spirit stockholder as of that record date, you will not receive the relevant prepayment even if you are a Spirit stockholder at the time of consummation of the Merger. As a result, if you are not a Spirit stockholder at each relevant time, you will receive less than \$33.50 (or less than the up to \$34.15 maximum amount of merger consideration, depending on the timing of Closing) in total for each share of Spirit common stock you own upon the consummation of the Merger.

### Risks Related to Our Industry

**We operate in an extremely competitive industry.**

We face significant competition with respect to routes, fares and services. Within the airline industry, we compete with traditional network airlines, other low-cost airlines and regional airlines on many of our routes. Competition in most of the destinations we presently serve is intense, sometimes due to the large number of carriers in those markets. Furthermore, other airlines may begin service or increase existing service on routes where we currently face little competition. Most of our competitors are larger than us and have significantly greater financial and other resources than we do.

The airline industry is particularly susceptible to price discounting because once a flight is scheduled, airlines incur only nominal additional costs to provide service to passengers occupying otherwise unsold seats. Increased fare or other price competition has adversely affected, and may continue to adversely affect, our revenue generation. Moreover, many other airlines have begun to unbundle services by charging separately for services such as baggage and advance seat selection. This unbundling and other cost reducing measures could enable competitor airlines to reduce fares on routes that we serve. Beginning in 2015, and continuing through 2019, more widespread availability of low fares, including from legacy network carriers, coupled with an increase in domestic capacity led to dramatic changes in pricing behavior in many U.S. markets. Many domestic carriers began matching lower cost airline pricing, either with limited or unlimited inventory. Additionally, changes in practices, including with respect to change and cancellation fees, as a result of the COVID-19 pandemic has led to further pricing changes among our competitors.

Airlines increase or decrease capacity in markets based on perceived profitability, market share objectives, competitive considerations and other reasons. Decisions by our competitors that increase overall industry capacity, or capacity dedicated to a particular domestic or foreign region, market or route, could have a material adverse impact on our business. If a traditional network airline were to successfully develop a low-cost structure, compete with us on price or if we were to experience increased competition from other low-cost carriers, our business could be materially adversely affected.

Many of the traditional network airlines in the United States have on one or more occasions initiated bankruptcy proceedings in attempts to restructure their debt and other obligations and reduce their operating costs. They also have completed large mergers that have increased their scale and share of the travel market. The mergers between AMR Corporation and US Airways Group, Inc., between Delta Air Lines and Northwest Airlines, between United Airlines and Continental Airlines, between Southwest Airlines and AirTran Airways, and between Alaska Airlines and Virgin America, have created five large airlines, with substantial national and international networks which create a more challenging competitive environment for smaller airlines like us. In the future, there may be additional consolidation in our industry. For example, on December 3, 2023, Alaska Airlines and Hawaiian Airlines announced a proposed merger. Any business combination could significantly alter industry conditions and competition within the airline industry, which could have an adverse effect on our business.

Our growth and the success of our ULCC business model could stimulate competition in our markets through our competitors' development of their own ULCC strategies, new pricing policies designed to compete with ULCCs or new market entrants. Any such competitor may have greater financial resources and access to less expensive sources of capital than we do, which could enable them to operate their business with a lower cost structure, or enable them to operate with lower marginal revenues without substantial adverse effects, than we can. If these competitors adopt and successfully execute a ULCC business model, we could be materially adversely affected. In 2015, Delta Air Lines began to market and sell a "Basic Economy" product which was designed in part to provide its customers with a low base fare similar to Spirit. In 2017, American Airlines and United Airlines announced their own "Basic Economy" product and beginning in late 2019, other airlines like Alaska Airlines and JetBlue, have followed suit.

The extremely competitive nature of the airline industry could prevent us from attaining the level of passenger traffic or maintaining the level of fares or revenues related to ancillary services required to sustain profitable operations in new and existing markets and could impede our growth strategy, which could harm our operating results. Due to our relatively small size, we are susceptible to a fare war or other competitive activities in one or more of the markets we serve, which could have a material adverse effect on our business, results of operations and financial condition.

**Our low-cost structure is one of our primary competitive advantages, and many factors could affect our ability to control our costs.**

Our low-cost structure is one of our primary competitive advantages. However, we have limited control over many of our costs. For example, we have limited control over the price and availability of aircraft fuel, aviation insurance, airport costs and related infrastructure taxes, the cost of meeting changing regulatory requirements and our cost to access capital or financing. In addition, the compensation and benefit costs applicable to a significant portion of our employees are established by the terms of our collective bargaining agreements. We cannot guarantee we will be able to maintain a cost advantage over our competitors. If our cost structure increases and we are no longer able to maintain a sufficient cost advantage over our competitors, it could have a material adverse effect on our business, results of operations and financial condition.

**The airline industry is heavily influenced by the price and availability of aircraft fuel. Continued volatility in fuel costs or significant disruptions in the supply of fuel, including hurricanes and other events affecting the Gulf Coast in particular, could materially adversely affect our business, results of operations and financial condition.**

Aircraft fuel costs represented 31.1%, 34.1% and 27.8% of our total operating expenses for 2023, 2022 and 2021, respectively. As such, our operating results are significantly affected by changes in the availability and the cost of aircraft fuel, especially aircraft fuel refined in the U.S. Gulf Coast region, on which we are highly dependent. Both the cost and the availability of aircraft fuel are subject to many meteorological, economic and political factors and events occurring throughout the world, which we can neither control nor accurately predict. For example, a major hurricane making landfall along the Gulf Coast could disrupt oil production, refinery operations and pipeline capacity in that region, possibly resulting in significant increases in the price of aircraft fuel and diminished availability of aircraft fuel supply. Any disruption to oil production, refinery operations, or pipeline capacity in the Gulf Coast region could have a disproportionate impact on our operating results compared to other airlines that have more diversified fuel sources. Fuel prices also may be affected by geopolitical and macroeconomic conditions and events that are outside of our control, including volatility in the relative strength of the U.S. dollar, the currency in which oil is denominated. Instability within major oil producing regions, such as the Middle East and Venezuela, Russia's ongoing conflict in Ukraine, the conflict in Gaza, changes in demand from major petroleum users such as China, and secular increases in competing energy sources are examples of these trends.

Aircraft fuel prices have been subject to high volatility, fluctuating substantially over the past several years. For example, our fuel prices spiked at a high of \$3.82 per gallon, in the third quarter of 2022, and fell as low as \$1.05 per gallon in the second quarter of 2020. We cannot predict the future availability, price volatility or cost of aircraft fuel. Due to the large proportion of aircraft fuel costs in our total operating cost base, even a relatively small increase or decrease in the price of aircraft fuel can have a significant negative impact on our operating costs or revenues and on our business, results of operations and financial condition.

**Fuel derivative activity, if any, may not reduce fuel costs.**

From time to time, we may enter into fuel derivative contracts in order to mitigate the risk to our business from future volatility in fuel prices, refining risk between the price of crude oil and the price of refined jet fuel, and to manage the risk of increasing fuel prices. Our derivatives may generally consist of United States Gulf Coast jet fuel swaps (“jet fuel swaps”) and United States Gulf Coast jet fuel options (“jet fuel options”). Both jet fuel swaps and jet fuel options can be used at times to protect the refining risk between the price of crude oil and the price of refined jet fuel, and to manage the risk of increasing fuel prices. As of December 31, 2023, we had no outstanding jet fuel derivatives, and we have not engaged in fuel derivative activity since 2015. There can be no assurance that we will be able to enter into fuel derivative contracts in the future if we are required or choose to do so. In the past we have not had, and in the future we may not have, sufficient creditworthiness or liquidity to post the collateral necessary to hedge our fuel requirements. Our liquidity and general level of capital resources impacts our ability to hedge our fuel requirements. Even if we are able to hedge portions of our future fuel requirements, we cannot guarantee that our derivative contracts will provide sufficient protection against increased fuel costs or that our counterparties will be able to perform under our derivative contracts, such as in the case of a counterparty’s insolvency. Furthermore, our ability to react to the cost of fuel, absent hedging, is limited because we set the price of tickets in advance of incurring fuel costs. Our ability to pass on any significant increases in aircraft fuel costs through fare increases could also be limited. In the event of a reduction in fuel prices compared to our hedged position, if any, our hedged positions could counteract the cost benefit of lower fuel prices and may require us to post cash margin collateral. In a falling fuel price environment, we may be required to make cash payments to our counterparties which may impair our liquidity position and increase our costs.

Please see “Management’s Discussion and Analysis of Financial Condition and Results of Operations—Trends and Uncertainties Affecting Our Business—Aircraft Fuel.”

**Restrictions on, or increased taxes applicable to, charges for ancillary products and services paid by airline passengers and burdensome consumer protection regulations or laws could harm our business, results of operations and financial condition.**

During 2023, 2022 and 2021, we generated non-ticket revenues of \$3,024.4 million, \$2,612.6 million and \$1,087.8 million, respectively. Our non-ticket revenues are generally generated from charges for, among other things, baggage, bookings through certain of our distribution channels, advance seat selection, itinerary changes and loyalty programs. The DOT has rules governing many facets of the airline-consumer relationship, including, for instance, price advertising, tarmac delays, bumping of passengers from flights, ticket refunds and the carriage of disabled passengers. If we are not able to remain in compliance with these rules, the DOT may subject us to fines or other enforcement action, including requirements to modify our passenger reservations system, which could have a material adverse effect on our business. The U.S. Congress and federal administrative agencies have investigated the increasingly common airline industry practice of unbundling the pricing of certain products and services. If new taxes are imposed on non-ticket revenues, or if other laws or regulations are adopted that make unbundling of airline products and services impermissible, or more cumbersome or expensive, our business, results of operations and financial condition could be harmed. Congressional and other government scrutiny may also change industry practice or public willingness to pay for ancillary services. See also “Risks Related to Our Business—We are subject to extensive and increasing regulation by the FAA, DOT, TSA and other U.S. and foreign governmental agencies, compliance with which could cause us to incur increased costs and adversely affect our business and financial results.”

**The airline industry is particularly sensitive to changes in economic conditions. Adverse economic conditions would negatively impact our business, results of operations and financial condition.**

Our business and the airline industry in general are affected by many changing economic conditions beyond our control, including, among others:

- changes and volatility in general economic conditions, including the severity and duration of any downturn in the U.S. or global economy and financial markets and the rate of inflation;
- changes in consumer preferences, perceptions, spending patterns or demographic trends, including any increased preference for higher-fare carriers offering higher amenity levels, and reduced preferences for low-fare carriers offering more basic transportation;

- higher levels of unemployment and varying levels of disposable or discretionary income in part due to the effect of high inflation rates and rising interest rates in the United States;
- depressed housing and stock market prices; and
- lower levels of actual or perceived consumer confidence.

These factors can adversely affect, and from time to time have adversely affected, our results of operations, our ability to obtain financing on acceptable terms and our liquidity. Unfavorable general economic conditions, such as higher unemployment rates, a constrained credit market, housing-related pressures and increased focus on reducing business operating costs, can reduce spending for price-sensitive leisure and business travel. For many travelers, in particular the price-sensitive travelers we serve, air transportation is a discretionary purchase that they may reduce or eliminate from their spending in difficult economic times. The overall decrease in demand for air transportation in the United States in 2008 and 2009 resulting from record high fuel prices and the economic recession required us to take significant steps to reduce our capacity, which reduced our revenues. Additionally, in 2020 and 2021, we were required to reduce our capacity as a result of a dramatic drop in demand due to, and restrictions imposed as a result of, the COVID-19 pandemic and demand has not fully recovered to pre-COVID-19 levels. Unfavorable economic conditions could also affect our ability to raise prices to counteract the effect of increased fuel, labor or other costs, resulting in a material adverse effect on our business, results of operations and financial condition.

**The airline industry faces ongoing security concerns and related cost burdens, furthered by threatened or actual terrorist attacks or other hostilities, that could significantly harm our industry and our business.**

The terrorist attacks of September 11, 2001 and their aftermath negatively affected the airline industry. The primary effects experienced by the airline industry included:

- substantial loss of revenue and flight disruption costs caused by the grounding of all commercial air traffic in or headed to the United States by the FAA for days after the terrorist attacks;
- increased security and insurance costs;
- increased concerns about future terrorist attacks;
- airport shutdowns and flight cancellations and delays due to security breaches and perceived safety threats; and
- significantly reduced passenger traffic and yields due to the subsequent dramatic drop in demand for air travel.

Since September 11, 2001, the Department of Homeland Security and the TSA have implemented numerous security measures that restrict airline operations and increase costs, and are likely to implement additional measures in the future. For example, following the widely publicized attempt of an alleged terrorist to detonate plastic explosives hidden underneath his clothes on a Northwest Airlines flight on Christmas Day in 2009, passengers became subject to enhanced random screening, which included pat-downs, explosive detection testing and body scans. Enhanced passenger screening, increased regulation governing carry-on baggage and other similar restrictions on passenger travel may further increase passenger inconvenience and reduce the demand for air travel. In addition, increased or enhanced security measures have tended to result in higher governmental fees imposed on airlines, resulting in higher operating costs for airlines, which we may not be able to pass on to consumers in the form of higher prices. Any future terrorist attacks or attempted attacks, even if not made directly on the airline industry, or the fear of such attacks or other hostilities (including elevated national threat warnings or selective cancellation or redirection of flights due to terror threats) would likely have a material adverse effect on our business, results of operations and financial condition and on the airline industry in general.

**Airlines are often affected by factors beyond their control, any of which could harm our business, operating results and financial condition.**

Like other airlines, our business is affected by factors beyond our control, including air traffic congestion at airports, air traffic control inefficiencies, major construction or improvements at airports at which we operate, adverse weather conditions, increased security measures, new travel-related taxes, the outbreak of disease, new regulations or policies from the presidential administration and Congress, and supply chain disruptions, in particular those causing inability to obtain, or delays in obtaining, aircraft or spare parts such as engines. Factors that cause flight delays frustrate passengers and increase costs, which in turn could adversely affect profitability. The federal government currently controls all U.S. airspace, and airlines are completely dependent on the FAA to operate that airspace in a safe, efficient and affordable manner. The air traffic control system, which is operated by the FAA, faces challenges in managing the growing demand for U.S. air travel. U.S. and foreign air-traffic controllers often rely on outdated technologies that routinely overwhelm the system and compel airlines to fly inefficient,

indirect routes resulting in delays. A significant portion of our operations is concentrated in markets such as South Florida, the Caribbean, Latin America and the Northeast and northern Midwest regions of the United States, which are particularly vulnerable to weather, airport traffic constraints and other delays. Adverse weather conditions and natural disasters, such as hurricanes affecting southern Florida and the Caribbean (such as Hurricanes Irma and Maria in September 2017, Hurricane Dorian in August 2019, Hurricane Laura in August 2020, Hurricane Ian in September 2022 and Hurricane Idalia in August 2023) as well as southern Texas (such as Hurricane Harvey in August 2017), winter snowstorms or earthquakes (such as the September 2017 earthquakes in Mexico City, Mexico and the December 2019 and January 2020 earthquakes in Puerto Rico) can cause flight cancellations, significant delays and facility disruptions. For example, during 2017, the timing and location of Hurricanes Irma and Maria produced a domino effect on our operations, resulting in approximately 1,400 flight cancellations and numerous flight delays, which resulted in an adverse effect on our results of operations. Cancellations or delays due to adverse weather conditions or natural disasters, air traffic control problems or inefficiencies, breaches in security, staffing shortages, or other factors may affect us to a greater degree than other, larger airlines that may be able to recover more quickly from these events, and therefore could harm our business, results of operations and financial condition to a greater degree than other air carriers. For example, during 2022, a number of adverse weather events, as well as increases in air traffic control programs and restrictions, led to a significant number of flight delays and cancellations. Because of our high utilization, point-to-point network, operational disruptions can have a disproportionate impact on our ability to recover. In addition, many airlines reaccommodate their disrupted passengers on other airlines at prearranged rates under flight interruption manifest agreements. We have been unsuccessful in procuring any of these agreements with our peers, which makes our recovery from disruption more challenging than for larger airlines that have these agreements in place. Similarly, outbreaks of pandemic or contagious diseases, such as Ebola, measles, avian flu, severe acute respiratory syndrome (SARS), H1N1 (swine) flu, Zika virus and COVID-19, could result in significant decreases in passenger traffic, the imposition of government restrictions in service, supply chain bottlenecks or issues, and staffing shortages and could have a material adverse impact on the airline industry. For example, in 2020 and 2021, the U.S. government and government authorities in other countries around the world implemented travel bans, testing requirements and other restrictions in response to the COVID-19 pandemic and recommended against air travel, which drastically reduced consumer demand for air travel. Any resurgence of COVID-19 or another pandemic or public health crisis that results in similar or other restrictions could have a material adverse effect on our business and results of operations. Air travel is continuing its resurgence following widespread adoption of vaccines, but the situation is fluid and actual capacity adjustments could be different than what we currently expect. Any increases in travel-related taxes could also result in decreases in passenger traffic. Any general reduction in airline passenger traffic could have a material adverse effect on our business, results of operations and financial condition. Moreover, U.S. federal government shutdowns may cause delays and cancellations or reductions in discretionary travel due to longer security lines, including as a result of furloughed government employees, or reductions in staffing levels, including air traffic controllers. U.S. government shutdowns may also impact our ability to take delivery of aircraft and commence operations in new domestic stations. Any extended shutdown like the one in January 2019 may have a negative impact on our operations and financial results. In addition, supply chain issues have led to delays in aircraft deliveries and negatively impacted our ability to source spare parts and complete maintenance on a timely basis, which could have an adverse effect on our business and results of operations.

**Restrictions on or litigation regarding third-party membership discount programs could harm our business, operating results and financial condition.**

We generate a relatively small but growing portion of our revenue from commissions, revenue share and other fees paid to us by third-party merchants for customer click-throughs, distribution of third-party promotional materials and referrals arising from products and services of the third-party merchants that we offer to our customers on our website. Some of these third-party referral-based offers are for memberships in discount programs or similar promotions made to customers who have purchased products from us, and for which we receive a payment from the third-party merchants for every customer that accepts the promotion. Certain of these third-party membership discount programs have been the subject of consumer complaints, litigation and regulatory actions alleging that the enrollment and billing practices involved in the programs violate various consumer protection laws or are otherwise deceptive. Any private or governmental claim or action that may be brought against us in the future relating to these third-party membership programs could result in our being obligated to pay damages or incurring legal fees in defending claims. These damages and fees could be disproportionate to the revenues we generate through these relationships. In addition, customer dissatisfaction or a significant reduction in or termination of the third-party membership discount offers on our website as a result of these claims could have a negative impact on our brand, and could have a material adverse effect on our business, results of operations and financial condition.

**We face competition from air travel substitutes.**

In addition to airline competition from traditional network airlines, other low-cost airlines and regional airlines, we also face competition from air travel substitutes. On our domestic routes, we face competition from some other transportation alternatives, such as bus, train or automobile. In addition, technology advancements may limit the demand for air travel. For example, video teleconferencing and other methods of electronic communication may reduce the need for in-person

communication and add a new dimension of competition to the industry as travelers seek lower-cost substitutes for air travel. If we are unable to adjust rapidly in the event the basis of competition in our markets changes, it could have a material adverse effect on our business, results of operations and financial condition.

#### Risks Related to Our Business

##### **Increased labor costs, union disputes, employee strikes and other labor-related disruption may adversely affect our business, results of operations and financial conditions.**

Our business is labor intensive, with labor costs representing approximately 27.6%, 22.1% and 32.4% of our total operating costs for 2023, 2022 and 2021, respectively. As of December 31, 2023, approximately 85% of our workforce was represented by labor unions. We cannot assure that our labor costs going forward will remain competitive, because in the future our labor agreements may be amended or become amendable and new agreements could have terms with higher labor costs; one or more of our competitors may significantly reduce their labor costs, thereby reducing or eliminating our comparative advantages as to one or more of such competitors; or our labor costs may increase in connection with our growth. As further described below, our aircraft maintenance technicians ("AMTs") voted to be represented by the Aircraft Mechanics Fraternal Association (the "AMFA"). We are currently negotiating a collective bargaining agreement. Any such negotiation may cause us to incur higher labor costs for our AMTs over the term of the agreement than we would have incurred absent such agreement. We may also become subject to additional collective bargaining agreements in the future given the possibility that other non-unionized workers may unionize.

Relations between air carriers and labor unions in the United States are governed by the RLA. Under the RLA, collective bargaining agreements generally contain "amendable dates" rather than expiration dates, subject to standard opener provisions, and the RLA requires that a carrier maintain the existing terms and conditions of employment following the amendable date through a multi-stage and usually lengthy series of bargaining processes overseen by the NMB. This process continues until either the parties have reached agreement on a new collective bargaining agreement or the parties have been released to "self-help" by the NMB. In most circumstances, the RLA prohibits strikes; however, after release by the NMB, carriers and unions are free to engage in self-help measures such as lockouts and strikes.

During 2017, we experienced operational disruption from pilot-related work action which adversely impacted our results. We obtained a temporary restraining order to enjoin further illegal labor action. In January 2018, under the guidance of the NMB-assigned mediators, the parties reached a tentative agreement. In February 2018, the pilot group voted to approve the current five-year agreement with us.

During the fourth quarter of 2022, we reached an agreement with ALPA for a new two-year agreement, which was ratified by ALPA members on January 10, 2023. The ratified agreement includes increased pay rates and other enhanced benefits.

In March 2016, under the supervision of the NMB, we reached a tentative agreement for a five-year contract with our flight attendants. Our flight attendants ratified the agreement in May 2016. In February 2021, we entered into a Letter of Agreement with the AFA-CWA to change the amendable date of the collective bargaining agreement from May 4, 2021 to September 1, 2021. All other terms of the collective bargaining agreement remained the same. In June 2021, the AFA-CWA notified us, as required by the RLA, that it intended to submit proposed changes to the collective bargaining agreement covering our flight attendants. We commenced negotiations with the AFA-CWA on September 27, 2021. In February 2023, we reached an agreement with our flight attendants which was ratified by the flight attendants on April 13, 2023 and becomes amendable in January 2026. The ratified agreement includes increased pay rates and other enhanced benefits.

Our dispatchers are represented by the PAFCA. In October 2018, we reached a tentative agreement with PAFCA for a new five-year agreement, which was ratified by the PAFCA members in October 2018. In May 2023, PAFCA provided notice that it intends to amend its Collective Bargaining Agreement with our dispatchers. The parties began negotiating changes to the CBA on July 12, 2023. As of December 31, 2023, we continued to negotiate with PAFCA.

Our ramp service agents are represented by IAMAW. Representation only applies to our Fort Lauderdale station where we have direct employees in the ramp service agent classification. In February 2020, the IAMAW notified us, as required by the RLA, that it intended to submit proposed changes to the collective bargaining agreement covering our ramp service agents which became amendable in June 2020. On September 28, 2021, we filed an "Application for Mediation Services" with the NMB. We were able to reach a tentative agreement with the IAMAW with the assistance of the NMB on October 16, 2021. Our ramp service agents ratified the five-year agreement in November 2021.

In June 2018, our passenger service agents voted to be represented by the TWU, but the representation only applies to our Fort Lauderdale station where we have direct employees in the passenger service classification. We began meeting with the TWU in late October 2018 to negotiate an initial collective bargaining agreement. During February 2022, we reached a tentative agreement with the TWU. Our passenger service agents ratified the five-year agreement on February 21, 2022.

In August 2022, our AMTs voted to be represented by AMFA as their collective bargaining agent. In November 2022, AMFA notified us of its intent to negotiate a CBA and began negotiations. In October 2023, AMFA filed for mediation with the NMB, and we are currently waiting for mediation dates from the NMB to continue negotiating with AMFA.

If we are unable to reach an agreement with any of our unionized work groups in current or future negotiations regarding the terms of their CBAs, we may be subject to work interruptions or stoppages, such as the strike by our pilots in June 2010 and the operational disruption from pilot-related work action experienced in 2017. A strike or other significant labor dispute with our unionized employees is likely to adversely affect our ability to conduct business. Any agreement we do reach could increase our labor and related expenses.

**A deterioration in worldwide economic conditions may adversely affect our business, operating results, financial condition, liquidity and ability to obtain financing or access capital markets.**

The general worldwide economy has in the past experienced downturns due to the effects of the COVID-19 pandemic, the European debt crisis, unfavorable U.S. economic conditions and slowing growth in certain Asian economies, including general credit market crises, collateral effects on the finance and banking industries, energy price volatility, concerns about inflation, higher interest rates, slower economic activity, decreased consumer confidence, reduced corporate profits and capital spending, adverse business conditions, geopolitical conflict, pandemic risks, government constraints on international trade and liquidity concerns. We cannot accurately predict the nature, extent, duration, effect or likelihood of any economic slowdown or the timing, strength or sustainability of a subsequent economic recovery worldwide or in the United States or the impact of the foregoing on the aviation industry.

Negative conditions in the general economy both in the United States and globally, including conditions resulting from changes in gross domestic product growth, declines in consumer confidence, labor shortages, inflationary pressures, rising interest rates, and financial and credit market fluctuations could result in decreases in spending on air travel and otherwise, increases in labor costs and delayed deliveries of aircraft, all of which could materially and adversely affect the growth of our business. In particular, although inflation in the United States has been relatively low in recent years, the U.S. economy has recently experienced a significant inflationary effect from, among other things, supply chain disruptions and governmental stimulus or fiscal policies adopted in response to the COVID-19 pandemic. While we cannot predict any future trends in the rate of inflation, there is currently significant uncertainty in the near-term economic outlook. Continued inflation would further raise our costs for labor, materials and services, which could negatively impact our profitability and cash flows. Additionally, we may be unable to raise our fares in amounts equal to the rate of inflation.

In addition, we have significant obligations for aircraft and spare engines that we have ordered from Airbus, IAE and Pratt & Whitney over the next several years, and we will need to finance these purchases. We may not have sufficient liquidity or creditworthiness to fund the purchase of aircraft and engines, including payment of pre-delivery deposit payments (“PDPs”), or for other working capital. Factors that affect our ability to raise financing or access the capital markets include market conditions in the airline industry, economic conditions, the perceived residual value of aircraft and related assets, the level and volatility of our earnings, our relative competitive position in the markets in which we operate, our ability to retain key personnel, our operating cash flows and legal and regulatory developments. Regardless of our creditworthiness, at times the market for aircraft purchase or lease financing has been very constrained due to such factors as the general state of the capital markets and the financial position of the major providers of commercial aircraft financing.

**We rely on maintaining a high daily aircraft utilization rate to implement our low-cost structure, which makes us especially vulnerable to flight delays or cancellations or aircraft unavailability.**

We maintain a high daily aircraft utilization rate. Our average daily aircraft utilization was 11.1 hours for 2023 and 10.7 hours for 2022. During 2021, we operated our aircraft at a slightly lower utilization level due to the COVID-19 pandemic leading to an average daily aircraft utilization of 9.7 hours, which was lower compared to prior years. Aircraft utilization is the average amount of time per day that our aircraft spend carrying passengers. Our revenue per aircraft can be increased by high daily aircraft utilization, which is achieved in part by reducing turnaround times at airports so we can fly more hours on average in a day. Aircraft utilization is reduced by delays and cancellations from various factors, many of which are beyond our control, including air traffic congestion at airports or other air traffic control problems, adverse weather conditions, increased security measures or breaches in security, international or domestic conflicts, terrorist activity, outbreaks of pandemics or contagious diseases or other changes in business conditions. A significant portion of our operations are concentrated in markets such as South Florida, the Caribbean, Latin America and the Northeast and northern Midwest regions of the United States, which are

particularly vulnerable to weather, airport traffic constraints and other delays. In addition, pulling aircraft out of service for unscheduled and scheduled maintenance, the occurrence of which will increase as our fleet ages, may materially reduce our average fleet utilization and require that we seek short-term substitute capacity at increased costs. Similarly, removing aircraft from service to inspect and repair the PW1100G engines could reduce our average fleet utilization. Due to the relatively small size of our fleet and high daily aircraft utilization rate, the unavailability of aircraft and resulting reduced capacity could have a material adverse effect on our business, results of operations and financial condition.

**Our maintenance costs will increase as our fleet ages, and we will periodically incur substantial maintenance costs due to the maintenance schedules of our aircraft fleet.**

As of December 31, 2023, the average age of our aircraft was approximately 6.6 years. Our relatively new aircraft require less maintenance now than they will in the future. Our fleet will require more maintenance as it ages and our maintenance and repair expenses for each of our aircraft will be incurred at approximately the same intervals. For our leased aircraft, we expect that the final heavy maintenance events will be amortized over the remaining lease term rather than until the next estimated heavy maintenance event, because we account for heavy maintenance under the deferral method. This will result in significantly higher depreciation and amortization expense related to heavy maintenance in the last few years of the leases as compared to the costs in earlier periods. Moreover, because our current fleet was acquired over a relatively short period, significant maintenance that is scheduled on each of these planes is occurring at roughly the same time, meaning we will incur our most expensive scheduled maintenance obligations, known as heavy maintenance, across our present fleet around the same time. These more significant maintenance activities result in out-of-service periods during which our aircraft are dedicated to maintenance activities and unavailable to fly revenue service. In addition, the terms of some of our lease agreements require us to pay maintenance reserves to the lessor in advance of the performance of major maintenance, resulting in our recording significant prepaid deposits on our consolidated balance sheet. Depending on their recoverability, these maintenance reserves may be expensed as supplemental rent. We expect scheduled and unscheduled aircraft maintenance expenses to increase over the next several years. Any significant increase in maintenance and repair expenses would have a material adverse effect on our business, results of operations and financial condition.

**Our lack of marketing alliances could harm our business.**

Many airlines, including the domestic traditional network airlines (American, Delta and United) have marketing alliances with other airlines, under which they market and advertise their status as marketing alliance partners. These alliances, such as OneWorld, SkyTeam and Star Alliance, generally provide for code-sharing, loyalty program reciprocity, coordinated scheduling of flights to permit convenient connections and other joint marketing activities. Such arrangements permit an airline to market flights operated by other alliance members as its own. This increases the destinations, connections and frequencies offered by the airline and provides an opportunity to increase traffic on that airline's segment of flights connecting with alliance partners. We currently do not have any alliances with U.S. or foreign airlines. Our lack of marketing alliances puts us at a competitive disadvantage to traditional network carriers who are able to attract passengers through more widespread alliances, particularly on international routes, and that disadvantage may result in a material adverse effect on our passenger traffic, business, results of operations and financial condition.

**We are subject to extensive and increasing regulation by the FAA, DOT, TSA and other U.S. and foreign governmental agencies, compliance with which could cause us to incur increased costs and adversely affect our business and financial results.**

Airlines are subject to extensive and increasing regulatory and legal compliance requirements, both domestically and internationally, that involve significant costs. In the last several years, Congress has passed laws, and the DOT, FAA and TSA have issued regulations, relating to the operation of airlines that have required significant expenditures. We expect to continue to incur expenses in connection with complying with government regulations. Additional laws, regulations, taxes and increased airport rates and charges have been proposed from time to time that could significantly increase the cost of airline operations or reduce the demand for air travel. If adopted, these measures could have the effect of raising ticket prices, reducing revenue and increasing costs.

The DOT has been aggressive in enforcing regulations for violations of the tarmac delay rules, passenger with disability rules, advertising rules and other consumer protection rules that could increase the cost of airline operations or reduce revenues. In December 2020, the DOT issued a Final Rule on Traveling by Air with Service Animals. This rule limits service animals to a dog that is individually trained to do work or perform tasks for the benefit of a person with a disability, and no longer considers an emotional support animal to be a service animal. This eliminates the requirement to carry emotional support animals for free, and will likely reduce costs. Additionally, in December 2020, the DOT withdrew a Request for Information soliciting information on whether airline restrictions on the distribution or display of airline flight information constitute an

unfair and deceptive business practice and/or an unfair method of competition. The DOT said that decisions on how and where to sell their services should be left to the airlines.

In its first day in office, the Biden Administration issued an executive order that froze review and approval of any new rulemaking. This freeze led the DOT to withdraw the Final Rule on Tarmac Delay and the Advance Notice of Proposed Rulemaking (ANPRM) on Airfare Advertising. The ANPRM may not be reissued.

In October 2018, Congress passed the FAA Reauthorization Act of 2018, which extends FAA funds through fiscal year 2023. The legislation contains provisions which could have effects on our results of operations and financial condition. Among other provisions, the new law requires the DOT to lift the payment cap on denied boarding compensation, create new requirements for the treatment of disabled passengers, and treble the maximum civil penalty for damage to wheelchairs and other assistive devices or for injuring a disabled passenger. Under the Act, the FAA is required to issue rules establishing minimum dimensions for passenger seats, including seat pitch, width and length. The Act also establishes new rest requirements for flight attendants and requires, within one year, that the FAA issue an order mandating installation of a secondary cockpit barrier on each new aircraft.

In December 2023, Congress passed the Airport and Airway Extension Act of 2023, Part II, which extends FAA funds through March 8, 2024 while Congress works to pass a long-term extension. A five-year extension of FAA funds has passed the House of Representatives, but remains stalled in the Senate. In the event that authorization of FAA funds lapses, our operations and results of operations could be materially adversely affected.

In January 2021, the DOT issued a final rule, effective April 2021, to clarify that the maximum amount of Denied Boarding Compensation (DBC) that a carrier may provide to a passenger denied boarding involuntarily is not limited. We cannot forecast how eliminating this maximum amount of payment will affect our costs.

In 2021 and 2022, the DOT issued several NPRMs relating to air travel and airline ticketing and fees. In July 2021, the DOT issued a NRPM requiring airlines to refund checked bag fees for delayed bags if they are not delivered to the passenger within a specified number of hours and refunding ancillary fees for services related to air travel that passengers did not receive. In November 2021, the DOT reopened the comment period on a NPRM regarding short-term improvements to lavatory accessibility, including new proposed requirements for OBWs (Part 1). This NPRM was to gather information about all aspects of OBW design, including stowage, before issuing any final binding regulation on the topic. In March 2022, the DOT issued a NRPM (Part 2) requiring airlines to ensure that at least one lavatory on new single-aisle aircraft with at least 125 passenger seats is large enough to permit a passenger with a disability (with the help of an assistant, if necessary) to approach, enter and maneuver within the lavatory, as necessary, to use all lavatory facilities and to leave by means of the aircraft's on-board wheelchair. If enacted as currently proposed, this NRPM (Part 2) would apply to new aircraft ordered 18 years or delivered 20 years after the effective date of a final rule. In August 2022, the DOT issued a NRPM requiring airlines and ticket agents to provide non-expiring travel vouchers or credits to consumers holding non-refundable tickets for scheduled flights to, from or within the United States as a result of the carrier cancelling or making a significant change to a scheduled flight, a serious communicable disease or for several other reasons. The NRPM will further define the terms "significant change" and "cancellation" and will require airlines and ticket agents to provide refunds if they receive significant financial assistance from the government as a result of a public health emergency. As of December 31, 2023, a final rule has not been issued; however, it is our understanding that the DOT will combine this NRPM with the July 2021 NRPM, regarding the refunding of certain checked bag fees ancillary fees. In October 2022, the DOT issued a NRPM which would require airlines to increase disclosure of bag fees, change and cancellation fees, and family seating policies during the ticket purchase process in an effort to improve the transparency of airline pricing. The comment period closed on January 23, 2023. If any of these NPRMs are enacted as proposed, they may increase our costs and our results of operations could be materially adversely affected.

We cannot assure that these and other laws or regulations enacted in the future will not harm our business. In addition, the TSA mandates the federalization of certain airport security procedures and imposes additional security requirements on airports and airlines, most of which are funded by a per ticket tax on passengers and a tax on airlines. We cannot forecast what additional security and safety requirements may be imposed in the future or the costs or revenue impact that would be associated with complying with such requirements.

Our ability to operate as an airline is dependent on our maintaining certifications issued to us by the DOT and the FAA. The FAA has the authority to issue mandatory orders relating to, among other things, the grounding of aircraft, inspection of aircraft, installation of new safety-related items and removal and replacement of aircraft parts that have failed or may fail in the future. A decision by the FAA to ground, or require time consuming inspections of or maintenance on, our aircraft, for any reason, could negatively affect our business and financial results. Federal law requires that air carriers operating large aircraft

be continuously “fit, willing and able” to provide the services for which they are licensed. Our “fitness” is monitored by the DOT, which considers factors such as unfair or deceptive competition, advertising, baggage liability and disabled passenger transportation. While the DOT has seldom revoked a carrier’s certification for lack of fitness, such an occurrence would render it impossible for us to continue operating as an airline. The DOT may also institute investigations or administrative proceedings against airlines for violations of regulations.

The U.S. government is under persistent pressure to implement cost cutting and efficiency initiatives. In addition, the U.S. government has recently and may in the future experience delays in the completion of its budget process which could delay funding for government departments and agencies that regulate or otherwise are tied to the aviation industry, including the DOT and FAA. To the extent that any such initiatives or budgeting delays affect the operations of these government departments and agencies, including by forcing mandatory furloughs of government employees, our operations and results of operations could be materially adversely affected.

International routes are regulated by treaties and related agreements between the United States and foreign governments. Our ability to operate international routes is subject to change because the applicable arrangements between the United States and foreign governments may be amended from time to time. Our access to new international markets may be limited by our ability to obtain the necessary certificates to fly the international routes. In addition, our operations in foreign countries are subject to regulation by foreign governments and our business may be affected by changes in law and future actions taken by such governments, including granting or withdrawal of government approvals and restrictions on competitive practices. We are subject to numerous foreign regulations based on the large number of countries outside the United States where we currently provide service. If we are not able to comply with this complex regulatory regime, our business could be significantly harmed. Please see “Business — Government Regulation.”

Government-imposed travel requirements and entry bans from certain countries based on emerging viruses or variants of existing viruses could be imposed in the future. We will continue to comply with all contagious disease requirements issued by the U.S. and foreign governments, but we cannot forecast what additional requirements may be imposed in the future or the extent of any pre-travel testing requirements that may be under consideration in the United States and that may be in place, or renewed, in any foreign jurisdiction we serve, including the effect of such requirements on passenger demand or the costs or revenue impact that would be associated with complying with such requirements.

**Changes in legislation, regulation and government policy have affected, and may in the future have a material adverse effect on, our business.**

Changes in, and uncertainty with respect to, legislation, regulation and government policy at the local, state or federal level have affected, and may in the future significantly impact, our business and the airline industry. For example, the Tax Cuts and Jobs Act, enacted on December 22, 2017, limits deductions for borrowers for net interest expense on debt. Specific legislative and regulatory proposals that could have a material impact on us in the future include, but are not limited to, infrastructure renewal programs; changes to immigration policy; modifications to international trade policy, including withdrawing from trade agreements and imposing tariffs; changes to financial legislation, including the partial or full repeal of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (the “Dodd-Frank Act”) or the Tax Cuts and Jobs Act; public company reporting requirements; environmental regulation and antitrust enforcement. Any such changes may make it more difficult and/or more expensive for us to obtain new aircraft or engines and parts to maintain existing aircraft or engines or make it less profitable or prevent us from flying to or from some of the destinations we currently serve.

To the extent that any such changes have a negative impact on us or the airline industry, including as a result of related uncertainty, these changes may materially and adversely impact our business, financial condition, results of operations and cash flows.

**Any tariffs imposed on commercial aircraft and related parts imported from outside the United States may have a material adverse effect on our fleet, business, financial condition and our results of operations.**

Certain of the products and services that we purchase, including our aircraft and related parts, are sourced from suppliers located in foreign countries, and the imposition of new tariffs, or any increase in existing tariffs, by the U.S. government on the importation of such products or services could materially increase the amounts we pay for them. In early October 2019, the World Trade Organization ruled that the United States could impose \$7.5 billion in retaliatory tariffs in response to illegal European Union subsidies to Airbus. On October 18, 2019, the United States imposed these tariffs on certain imports from the European Union, including a 10% tariff on new commercial aircraft. In February 2020, the United States announced an increase to this tariff from 10% to 15%. These tariffs apply to aircraft that we are already contractually obligated to purchase. In June 2021, the United States Trade Representative announced that the United States and European Union had agreed to suspend

reciprocal tariffs on large civilian aircraft for five years, pending discussions to resolve their trade dispute. However, these tariffs are under continuing review and at any time could be increased, decreased, eliminated or applied to a broader range of products we use. The imposition of these tariffs may substantially increase the cost of, among other things, imported new Airbus aircraft and parts required to service our Airbus fleet, which in turn could have a material adverse effect on our business, financial condition and/or results of operations. We may also seek to postpone or cancel delivery of certain aircraft currently scheduled for delivery, and we may choose not to purchase as many aircraft as we intended in the future. Any such action could have a material adverse effect on the size of our fleet, business, financial condition and/or results of operations.

**We may not be able to implement our growth strategy.**

Our growth strategy includes acquiring additional aircraft, increasing the frequency of flights and size of aircraft used in markets we currently serve, and expanding the number of markets we serve where our low-cost structure would likely be successful. Effectively implementing our growth strategy is critical for our business to achieve economies of scale and to sustain or increase our profitability. We face numerous challenges in implementing our growth strategy, including our ability to:

- maintain profitability;
- acquire delivery positions of and/or financing for new or used aircraft;
- access airports located in our targeted geographic markets where we can operate routes in a manner that is consistent with our cost strategy;
- acquire new and used aircraft in accordance with our intended delivery schedule, and obtain sufficient spare parts or related support services from our suppliers on a timely basis;
- gain access to international routes;
- access sufficient gates and other services at airports we currently serve or may seek to serve; and
- maintain efficient utilization and capacity of our existing aircraft.

Our growth is dependent upon our ability to maintain a safe and secure operation and requires additional personnel, equipment and facilities. An inability to hire and retain personnel, timely secure the required equipment and facilities in a cost-effective manner, efficiently operate our expanded facilities or obtain the necessary regulatory approvals may adversely affect our ability to achieve our growth strategy, which could harm our business. In addition, expansion to new markets may have other risks due to factors specific to those markets. We may be unable to foresee all of the existing risks upon entering certain new markets or respond adequately to these risks, and our growth strategy and our business may suffer as a result. In addition, our competitors may reduce their fares and/or offer special promotions to deter our entry into a new market or to stop our growth into existing markets or new markets. We cannot assure you that we will be able to profitably expand our existing markets or establish new markets.

Some of our target growth markets in the Caribbean and Latin America include countries with less developed economies that may be vulnerable to unstable economic and political conditions, such as significant fluctuations in gross domestic product, interest and currency exchange rates, high inflation, civil disturbances, government instability, nationalization and expropriation of private assets and the imposition of taxes or other charges by governments. The occurrence of any of these events in markets served by us and the resulting instability may adversely affect our ability to implement our growth strategy.

In 2008, in response to record high fuel prices and rapidly deteriorating economic conditions, we modified our growth plans by terminating our leases for seven aircraft. We incurred significant expenses relating to our lease terminations, and have incurred additional expenses to acquire new aircraft in place of those under the terminated leases as we expanded our network. In November 2023, we announced that we will discontinue service at Denver International Airport, effective January 9, 2024, as a result of underperforming routes and Pratt & Whitney's GTF engine availability issues. See “—We depend on a limited number of suppliers for our aircraft and engines.” We may in the future determine to reduce further our future growth plans from previously announced levels, which may impact our business strategy and future profitability.

**We rely heavily on technology and automated systems to operate our business and any failure of these technologies or systems or failure by their operators could harm our business.**

We are highly dependent on technology and automated systems to operate our business and achieve low operating costs. These technologies and systems include our computerized airline reservation system, flight operations system, financial planning, management and accounting system, telecommunications systems, website, maintenance systems and check-in

kiosks. The performance and reliability of our technology are critical to our ability to operate and compete effectively. The execution of our strategic plans could be negatively affected by (i) our ability to timely and effectively implement, transition, and maintain related information technology systems and infrastructure; (ii) our ability to effectively balance our investment of incremental operating expenses and capital expenditures related to our strategies against the need to effectively control cost; and (iii) our dependence on third parties with respect to our ability to implement our strategic plans. We cannot assure you that our security measures, change control procedures and disaster recovery plans will be adequate to prevent disruptions or delays. Disruption in or changes to these systems could result in an interruption to our operations or loss of important data. Any of the foregoing could result in a material adverse effect on our business, reputation, results of operations and financial condition.

In order for our operations to work efficiently, our website and reservation system must be able to accommodate a high volume of traffic, maintain secure information and deliver flight information with a high degree of reliability. Substantially all of our tickets are issued to passengers as electronic tickets. We depend on our reservation system, which is hosted and maintained under a long-term contract by a third-party service provider, to be able to issue, track and accept these electronic tickets. If our third-party service provider experiences operational failures or claims that it cannot perform as a result of a force majeure, due to the effects of COVID-19 or otherwise, we may not be able to operate our reservation system. If our reservation system fails or experiences interruptions, and we are unable to book seats for any period of time, we could lose a significant amount of revenue as customers book seats on competing airlines. We have experienced short duration reservation system outages from time to time and may experience similar outages in the future. For example, in November 2010, we experienced a significant service outage with our third-party reservation service provider on the day before Thanksgiving, one of the industry's busiest travel days and in August 2013, we experienced a 13-hour outage that affected our sales and customer service response times. We also rely on third-party service providers of our other automated systems for technical support, system maintenance and software upgrades. If our automated systems are not functioning or if the current providers were to fail to adequately provide technical support or timely software upgrades for any one of our key existing systems, we could experience service disruptions, which could harm our business and result in the loss of important data, increase our expenses and decrease our revenues. In the event that one or more of our primary technology or systems' vendors goes into bankruptcy, ceases operations or fails to perform as promised, replacement services may not be readily available on a timely basis, at competitive rates or at all and any transition time to a new system may be significant.

In addition, our automated systems cannot be completely protected against events that are beyond our control, including natural disasters, cyber attacks, disruption of electrical grid or telecommunications failures. Substantial or sustained system failures could cause service delays or failures and result in our customers purchasing tickets from other airlines. We have implemented security measures and change control procedures and have disaster recovery plans; however, we cannot assure you that these measures are adequate to prevent disruptions. Disruption in, changes to or a breach of, these systems could result in a disruption to our business and the loss of important data. Moreover, in the event of system outages or interruptions, we may not be able to recover from our information technology and software providers all or any portion of the costs or business losses we may incur. Any of the foregoing could result in a material adverse effect on our business, results of operations and financial condition.

**We are subject to cyber security risks and may incur increasing costs in an effort to minimize those risks.**

Our business employs systems and websites that allow for the secure storage and transmission of proprietary or confidential information regarding our customers, employees, suppliers and others, including personal identification information, credit card data and other confidential information. Security breaches could expose us to a risk of loss or misuse of this information, litigation and potential liability. Although we take steps to secure our management information systems, and although auditors review and approve the security configurations and management processes of these systems, including our computer systems, intranet and internet sites, email and other telecommunications and data networks, the security measures we have implemented may not be effective, and our systems may be vulnerable to theft, loss, damage and interruption from a number of potential sources and events, including unauthorized access or security breaches, natural or man-made disasters, cyber attacks (including ransom attacks in which malicious persons encrypt our systems, steal data, or both, and demand payment for decryption of systems or to avoid public release of data), computer viruses, power loss or other disruptive events. We may not have the resources or technical sophistication to anticipate or prevent rapidly evolving types of cyber attacks. Attacks may be targeted at us, our customers and suppliers, or others who have entrusted us with information. In addition, attacks not targeted at us, but targeted solely at suppliers, may cause disruption to our computer systems or a breach of the data that we maintain on customers, employees, suppliers and others.

Actual or anticipated attacks may cause us (and at times have caused us) to incur increasing costs, including costs to deploy additional personnel and protection technologies, train employees and engage third-party experts and consultants, or costs incurred in connection with the notifications to employees, suppliers or the general public as part of our notification obligations to the various governments that govern our business. Advances in computer capabilities, new technological

discoveries, or other developments may result in the breach or compromise of technology used by us to protect transaction or other data. In addition, data and security breaches can also occur as a result of non-technical issues, including breaches by us or by persons with whom we have commercial relationships that result in the unauthorized release of personal or confidential information. Our reputation, brand and financial condition could be adversely affected if, as a result of a significant cyber event or other security issues: our operations are disrupted or shut down; our confidential, proprietary information is stolen or disclosed; we incur costs or are required to pay fines in connection with stolen customer, employee or other confidential information; we must dedicate significant resources to system repairs or increase cyber security protection; or we otherwise incur significant litigation or other costs.

**Our processing, storage, use and disclosure of personal data could give rise to liabilities as a result of governmental regulation.**

In the processing of our customer transactions, we receive, process, transmit and store a large volume of identifiable personal data, including financial data such as credit card information. This data is increasingly subject to legislation and regulation, such as the California Consumer Privacy Act and the Fair Accurate Credit Transparency Act and Payment Card Industry legislation, typically intended to protect the privacy of personal data that is collected, processed and transmitted. More generally, we rely on consumer confidence in the security of our system, including our website on which we sell the majority of our tickets. Our business, results of operations and financial condition could be adversely affected if we are unable to comply with existing privacy obligations or legislation or regulations are expanded to require changes in our business practices.

**We may not be able to maintain or grow our non-ticket revenues.**

Our business strategy includes expanding our portfolio of ancillary products and services. There can be no assurance that passengers will pay for additional ancillary products and services or that passengers will continue to choose to pay for the ancillary products and services we currently offer. Further, regulatory initiatives could adversely affect ancillary revenue opportunities. Failure to maintain our non-ticket revenues would have a material adverse effect on our results of operations and financial condition. Please see “Risks Related to Our Industry—Restrictions on, or increased taxes applicable to, charges for ancillary products and services paid by airline passengers and burdensome consumer protection regulations or laws could harm our business, results of operations and financial condition.”

**Our inability to expand or operate reliably or efficiently out of our key airports where we maintain a large presence could have a material adverse effect on our business, results of operations and financial condition.**

We are highly dependent on markets served from airports where we maintain a large presence. Our results of operations may be affected by actions taken by governmental or other agencies or authorities having jurisdiction over our operations at airports, including, but not limited to:

- increases in airport rates and charges;
- limitations on take-off and landing slots, airport gate capacity or other use of airport facilities;
- termination of our airport use agreements, some of which can be terminated by airport authorities with little notice to us;
- increases in airport capacity that could facilitate increased competition;
- international travel regulations such as customs and immigration;
- increases in taxes;
- changes in the law that affect the services that can be offered by airlines in particular markets and at particular airports;
- restrictions on competitive practices;
- the adoption of statutes or regulations that impact customer service standards, including security standards; and
- the adoption of more restrictive locally-imposed noise regulations or curfews.

In general, any changes or disruptions in airport operations could have a material adverse effect on our business, results of operations and financial condition.

**We rely on third-party service providers to perform functions integral to our operations.**

We have entered into agreements with third-party service providers to furnish certain facilities and services required for our operations, including ground handling, catering, passenger handling, engineering, maintenance, refueling, reservations and airport facilities as well as administrative and support services. We are likely to enter into similar service agreements in new markets we decide to enter, and there can be no assurance that we will be able to obtain the necessary services at acceptable rates.

Although we seek to monitor the performance of third parties that provide us with our reservation system, ground handling, catering, passenger handling, engineering, maintenance services, refueling and airport facilities, the efficiency, timeliness and quality of contract performance by third-party service providers are often beyond our control, and any failure by our service providers to perform their contracts, including as a result of operational failures or a force majeure, due to the effects of COVID-19 or otherwise, may have an adverse impact on our business and operations. For example, in 2008, our call center provider went bankrupt. Though we were able to quickly switch to an alternative vendor, we experienced a significant business disruption during the transition period and a similar disruption could occur in the future if we changed call center providers or if an existing provider ceased to be able to serve us. We expect to be dependent on such third-party arrangements for the foreseeable future.

**We rely on third-party distribution channels to distribute a portion of our airline tickets.**

We rely on third-party distribution channels, including those provided by or through global distribution systems, or GDSs, conventional travel agents and online travel agents, or OTAs, to distribute a portion of our airline tickets, and we expect in the future to rely on these channels to an increasing extent to collect ancillary revenues. These distribution channels are more expensive and at present have less functionality in respect of ancillary revenues than those we operate ourselves, such as our call centers and our website. Certain of these distribution channels also effectively restrict the manner in which we distribute our products generally. To remain competitive, we will need to successfully manage our distribution costs and rights, and improve the functionality of third-party distribution channels, while maintaining an industry-competitive cost structure. Negotiations with key GDSs and OTAs designed to manage our costs, increase our distribution flexibility, and improve functionality could be contentious, could result in diminished or less favorable distribution of our tickets, and may not provide the functionality we require to maximize ancillary revenues. Any inability to manage our third-party distribution costs, rights and functionality at a competitive level or any material diminishment in the distribution of our tickets could have a material adverse effect on our competitive position and our results of operations. Moreover, our ability to compete in the markets we serve may be threatened by changes in technology or other factors that may make our existing third-party sales channels impractical, uncompetitive or obsolete.

**Our reputation and business could be materially adversely affected in the event of an emergency, accident or similar incident involving our aircraft.**

We are exposed to potential significant losses in the event that any of our aircraft is subject to an emergency, accident, terrorist incident or other similar incident, and significant costs related to passenger claims, repairs or replacement of a damaged aircraft and its temporary or permanent loss from service. There can be no assurance that we will not be affected by such events or that the amount of our insurance coverage will be adequate in the event such circumstances arise and any such event could cause a substantial increase in our insurance premiums. Please see “Risks Related to Our Business—Increases in insurance costs or significant reductions in coverage could have a material adverse effect on our business, financial condition and results of operations.” In addition, any future aircraft emergency, accident or similar incident, even if fully covered by insurance or even if it does not involve our airline, may create a public perception that our airline or the equipment we fly is less safe or reliable than other transportation alternatives, or could cause us to perform time consuming and costly inspections on our aircraft or engines which could have a material adverse effect on our business, results of operations and financial condition.

**Negative publicity regarding our customer service or otherwise could have a material adverse effect on our business.**

In the past, we have experienced a relatively high number of customer complaints related to, among other things, our customer service and reservations and ticketing systems. In particular, we generally experience a higher volume of complaints when we make changes to our unbundling policies, such as charging for baggage. In addition, in 2009, we entered into a consent order with the DOT for our procedures for bumping passengers from oversold flights and our handling of lost or damaged baggage. Under the consent order, we were assessed a civil penalty of \$375,000, of which we were required to pay \$215,000 based on an agreement with the DOT and not having similar violations in the year after the date of the consent order. Further, media reports about incidents on our aircraft unrelated to customer complaints could negatively impact our reputation and our operations. If we do not meet our customers’ expectations with respect to reliability and service, customers could decide not to fly with us, which would materially adversely affect our business and reputation.

**We depend on a limited number of suppliers for our aircraft and engines.**

One of the elements of our business strategy is to save costs by operating a single-family aircraft fleet - currently Airbus A320-family, single-aisle aircraft, powered by engines manufactured by IAE and Pratt & Whitney. If any of Airbus, IAE or Pratt & Whitney become unable to perform its contractual obligations, or if we are unable to acquire or lease aircraft or engines from these or other owners, operators or lessors on acceptable terms, we would have to find other suppliers for a similar type of aircraft or engine. In late 2022, we were notified by Airbus that a number of the aircraft we originally had scheduled for delivery in 2023 will be delayed into 2024 and beyond. These delays have required us to reduce capacity expectations for the next year or so. If we have to lease or purchase aircraft from another supplier, we would lose the significant benefits we derive from our current single fleet composition. We may also incur substantial transition costs, including costs associated with retraining our employees, replacing our manuals and adapting our facilities and maintenance programs. Our operations could also be harmed by the failure or inability of aircraft, engine and parts suppliers to provide sufficient spare parts or related support services on a timely basis, particularly in connection with new-generation introductory technology. Our business would be significantly harmed if a design defect or mechanical problem with any of the types of aircraft, engines or components currently on order or that we operate were discovered that would halt or delay our aircraft delivery stream or that would ground any of our aircraft while the defect or problem was corrected, assuming it could be corrected at all. Since the addition of A320neo aircraft in 2016, we had experienced introductory issues with the new-generation PW1100G engines, designed and manufactured by Pratt & Whitney, which had previously resulted in diminished service availability of such aircraft. Beginning in the second half of 2020, the A320neo aircraft fleet reliability had stabilized and the PW1100G engine technical issues had improved. However, beginning in the second half of 2022, we began experiencing reliability issues with the PW1100G engines once again resulting in diminished service availability of aircraft. Supply chain delivery issues and limited capacity at engine maintenance, repair, and overhaul ("MRO") shops available to service PW1100G engines have resulted in extended turnaround time to perform these inspections and the modifications required to improve the reliability of these engines. These impacts are expected to continue throughout 2024 and beyond, until supply chain and engine MRO shop capacity returns to required levels to support our growth. In addition, in July 2023, Pratt & Whitney announced that it had determined that a rare condition in the powdered metal used to manufacture certain engine parts will require accelerated inspection of the GTF fleet, which powers the A320neo aircraft. As of December 31, 2023, we have removed five engines from service, three of which are currently awaiting induction for inspection. Pratt & Whitney notified us that all GTF engines in its fleet, including the engines slotted for future aircraft deliveries, for a yet to be determined period, may be subject to the removal and inspection, or replacement, of the powdered metal high-pressure turbine and compressor discs. We currently estimate these engines will require removal and inspection in 2024, but continuing through 2026. For 2024, we estimate the average number of grounded neo aircraft will climb steadily from 13 in January 2024 to 41 in December 2024, averaging 26 grounded for the full year 2024. Lower capacity resulting from manufacturer or supplier issues may lead to significant impact on our business and operating results. For instance, partially as a result of the Pratt & Whitney engine issues, in November 2023, we announced that we will discontinue service at Denver International Airport, effective January 9, 2024.

We cannot be certain that new technical issues may be mitigated given the relatively short life these engines have been in service. We continuously work with the engine manufacturer to secure support and relief in connection with possible engine related operation disruptions. Should appropriate design or mechanical modifications not be implemented or not be effective, this could materially adversely affect our business, results of operations and financial condition. These types of events, if appropriate design or mechanical modifications cannot be implemented, and related operations disruptions, including from required inspections, could materially adversely affect our business, results of operations and financial condition. Moreover, the use of our aircraft could be suspended or restricted by regulatory authorities in the event of actual or perceived mechanical or design problems. Our business would also be significantly harmed if the public began to avoid flying with us due to an adverse perception of the types of aircraft, engines or components that we operate stemming from safety concerns or other problems, whether real or perceived, or in the event of an accident involving those types of aircraft, engines or components. Carriers that operate a more diversified fleet are better positioned than we are to manage such events.

**Reduction in demand for air transportation, or governmental reduction or limitation of operating capacity, in the domestic U.S., Caribbean or Latin American markets could harm our business, results of operations and financial condition.**

A significant portion of our operations are conducted to and from the domestic U.S., Caribbean or Latin American markets. Our business, results of operations and financial condition could be harmed if we lost our authority to fly to these markets, by any circumstances causing a reduction in demand for air transportation, or by governmental reduction or limitation of operating capacity, in these markets, such as adverse changes in local economic or political conditions, negative public perception of these destinations, unfavorable weather conditions, public health concerns or terrorist-related activities. Furthermore, our business could be harmed if jurisdictions that currently limit competition allow additional airlines to compete on routes we serve. Many of the countries we serve are experiencing either economic slowdowns or recessions, which may translate into a weakening of demand and could harm our business, results of operations and financial condition.

**Increases in insurance costs or significant reductions in coverage could have a material adverse effect on our business, financial condition and results of operations.**

We carry insurance for third-party liability, passenger liability, property damage and all-risk coverage for damage to our aircraft. As a result of the September 11, 2001 terrorist attacks, aviation insurers significantly reduced the amount of insurance coverage available to commercial air carriers for liability to persons other than employees or passengers for claims resulting from acts of terrorism, war or similar events (war risk insurance). Accordingly, our insurance costs increased significantly and our ability to continue to obtain certain types of insurance remains uncertain. While the price of commercial insurance has declined since the period immediately after the terrorist attacks, in the event commercial insurance carriers further reduce the amount of insurance coverage available to us, or significantly increase its cost, we would be adversely affected. We currently maintain commercial airline insurance with several underwriters. However, there can be no assurance that the amount of such coverage will not be changed, or that we will not bear substantial losses from accidents. We could incur substantial claims resulting from an accident in excess of related insurance coverage that could have a material adverse effect on our results of operations and financial condition. Renewing coverage may result in higher premiums and more restrictive terms. Our business, results of operations and financial condition could be materially adversely affected if we are unable to obtain adequate insurance.

**Failure to comply with applicable environmental regulations could have a material adverse effect on our business, results of operations and financial condition.**

We are subject to increasingly stringent federal, state, local and foreign laws, regulations and ordinances relating to the protection of the environment, including those relating to emissions to the air, discharges to surface and subsurface waters, safe drinking water and the management of hazardous substances, oils and waste materials. Compliance with all environmental laws and regulations can require significant expenditures and any future regulatory developments in the United States and abroad could adversely affect operations and increase operating costs in the airline industry. For example, climate change legislation was previously introduced in Congress and such legislation could be re-introduced in the future by Congress and state legislatures, and could contain provisions affecting the aviation industry, compliance with which could result in the creation of substantial additional costs to us. Similarly, the EPA issued a rule that regulates larger emitters of greenhouse gases. Future operations and financial results may vary as a result of such regulations. Compliance with these regulations and new or existing regulations that may be applicable to us in the future could increase our cost base and could have a material adverse effect on our business, results of operations and financial condition.

There is also an increasing international focus on climate change, carbon emissions and environmental regulation. The principal deputy assistant secretary for aviation and international affairs at the DOT spent the last 25 years working on international aviation climate change policy at Environmental Defense Fund. This may signal increased emphasis on new environmental regulation on commercial aviation.

Members of the International Civil Aviation Organization (“ICAO”) have been negotiating a global agreement in greenhouse gas emissions for the aviation industry. In October 2016, the ICAO adopted the Carbon Offsetting and Reduction Scheme for International Aviation (“CORSIA”), which is a global, market-based emissions offset program designed to encourage carbon-neutral growth beyond 2020. Further, in June 2018 the ICAO adopted standards pertaining to the collection and sharing of information in international aviation emissions beginning in 2019. We are a participant in the CORSIA program. The CORSIA will increase operating costs for Spirit and other U.S. airlines that operate internationally. The CORSIA is being implemented in phases beginning with a voluntary pilot which began in 2021 and will continue through 2023. The COVID-19 pandemic has depressed international aviation such that 2020 emissions will not be included in setting a baseline. Airlines will have until January 2025 to cancel eligible emissions units to comply with their total offsetting requirements for the pilot phase. From 2021, all flights will be subject to offsetting with certain exceptions. Certain details are still being developed and the impact cannot be fully predicted. Compliance with CORSIA could significantly increase our operating costs. The potential impact of CORSIA or other emissions-related requirements on our costs will ultimately depend on a number of factors, including baseline emissions, the price of emission allowances or offsets that we would need to acquire, the efficiency of our fleet and the number of flights subject to these requirements. These costs have not been completely defined and could fluctuate.

Governmental authorities in several U.S. and foreign cities are also considering or have already implemented aircraft noise reduction programs, including the imposition of nighttime curfews and limitations on daytime take-offs and landings. We have been able to accommodate local noise restrictions imposed to date, but our operations could be adversely affected if locally-imposed regulations become more restrictive or widespread.

**If we are unable to attract and retain qualified personnel or fail to maintain our company culture, our business, results of operations and financial condition could be harmed.**

Our business is labor intensive. We require large numbers of pilots, flight attendants, maintenance technicians and other personnel. The airline industry has from time to time experienced a shortage of qualified personnel, particularly with respect to pilots and maintenance technicians. In addition, we currently face, and may continue to face, high employee turnover, including with respect to our pilots. We may be required to increase wages and/or benefits in order to attract and retain qualified personnel. If we are unable to hire, train and retain qualified employees, our operations and business could be harmed and we may be unable to implement our growth plans. Since 2021, we have experienced a shortage of qualified workers as the U.S. labor market tightened, in particular shortages of qualified pilots. As a result, our operations were negatively impacted and our labor costs have increased substantially in 2021 and through 2023.

In addition, as we hire more people and grow, we believe it may be increasingly challenging to continue to hire people who will maintain our company culture. Our company culture, which we believe is one of our competitive strengths, is important to providing high-quality customer service and having a productive, accountable workforce that helps keep our costs low. As we continue to grow, we may be unable to identify, hire or retain enough people who meet the above criteria, including those in management or other key positions. Our company culture could otherwise be adversely affected by our growing operations and geographic diversity. If we fail to maintain the strength of our company culture, our competitive ability and our business, results of operations and financial condition could be harmed.

**Our business, results of operations and financial condition could be materially adversely affected if we lose the services of our key personnel.**

Our success depends to a significant extent upon the efforts and abilities of our senior management team and key financial and operating personnel. In particular, we depend on the services of our senior management team. Competition for highly qualified personnel is intense. For example, the pendency of the Merger may make it difficult to retain and hire qualified personnel. The loss of any executive officer or other key employee without adequate replacement or the inability to attract new qualified personnel could have a material adverse effect on our business, results of operations and financial condition. We do not maintain key-person life insurance on our management team.

**The requirements of being a public company may strain our resources, divert management's attention and affect our ability to attract and retain qualified board members.**

As a public company, we incur significant legal, accounting and other expenses, including costs associated with public company reporting requirements. We also have incurred and will continue to incur costs associated with the Sarbanes-Oxley Act of 2002, as amended, the Dodd-Frank Act and related rules implemented or to be implemented by the SEC and the New York Stock Exchange. The expenses incurred by public companies generally for reporting and corporate governance purposes have been increasing. We expect these rules and regulations to increase our legal and financial compliance costs and to make some activities more time-consuming and costly. These laws and regulations could also make it more difficult or costly for us to obtain certain types of insurance, including director and officer liability insurance, and we may be forced to accept reduced policy limits and coverage or incur substantially higher costs to obtain the same or similar coverage. These laws and regulations could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, our board committees, or as our executive officers and may divert management's attention. Furthermore, if we are unable to satisfy our obligations as a public company, we could be subject to delisting of our common stock, fines, sanctions and other regulatory action and potentially civil litigation.

### Risks Related to Our Programs

**The success of the Free Spirit Program and the Spirit Saver\$ Club® program depend on the success of the Company.**

The Free Spirit Program and the Spirit Saver\$ Club® program depend on our continued success as a commercial airline and our continued performance under certain Free Spirit Agreements. The success or failure of our business will have a direct impact the success and the value of the Free Spirit Program and the Spirit Saver\$ Club® program.

Business decisions made by the Company, including with respect to ticket prices, routes, the location of hubs, cabin designs, safety procedures, any initiatives to retain customers and otherwise, could have an adverse impact on our appeal to air travelers, which could negatively affect participation in the Free Spirit Program and the Spirit Saver\$ Club® program, damage

our reputation or harm our relationships with the Free Spirit Partners. For instance, certain business decisions may negatively adjust the rate at which points are purchased by third parties under the terms of the applicable Free Spirit Agreement, and decisions by the Company with respect to mergers, divestitures or other corporate events may provide for termination rights of third parties under Free Spirit Agreements, each of which could have a material adverse effect on the financial and operational success, as well as the appraised value of the Free Spirit Program and the Spirit Saver\$ Club® program.

**The success of the Free Spirit Program and the Spirit Saver\$ Club® program may be harmed by decisions or actions of our partners that are beyond our control.**

The Free Spirit Program and the Spirit Saver\$ Club® program depend in part on the decisions or actions of our partners. For example, issuers of our co-branded credit cards have certain rights to alter terms and conditions of the credit card accounts of their customers, including finance charges and other fees and required minimum monthly payments, in order to maintain their competitive position in the credit card industry or to comply with, among other things, regulatory guidelines, relevant law or prudent business practices. Changes in the terms of such credit card accounts may reduce the number of new accounts, the volume of credit card spend or negatively impact account retention, which in turn may reduce the number of points accrued and sold or impact the Free Spirit Program. Although issuers of our co-branded credit cards may consult the Company prior to implementing any such changes, no assurance can be given that issuers of our co-branded credit cards will not take actions that adversely affect the success of Free Spirit Program and the Spirit Saver\$ Club® program.

**Covenant restrictions on the Free Spirit Program and the Spirit Saver\$ Club® program in our debt agreements will impose restrictions on our operations, and if we are not able to comply with such covenants, our creditors could accelerate our indebtedness or exercise other remedies.**

The covenants in the indenture governing the Secured Notes contains a number of provisions that impose restrictions on the Free Spirit Program and the Spirit Saver\$ Club® program which, subject to certain exceptions, limit the ability of the Company to, among other things, amend the policies and procedures of the Free Spirit Program and the Spirit Saver\$ Club® program in a manner that would be reasonably expected to have a material adverse effect, compete with the Free Spirit Program and the Spirit Saver\$ Club® by establishing another mileage or loyalty program (subject to certain exceptions) and sell pre-paid miles in excess of \$25.0 million annually and \$125.0 million in the aggregate. The indenture contains additional restrictions on the Free Spirit Program and the Spirit Saver\$ Club® program, including the ability to terminate or modify certain licenses and certain material Free Spirit Agreements. The indenture also requires Spirit to maintain a minimum liquidity of at least \$400.0 million on a daily basis. Such covenants are in addition to the other restrictions in the indenture, such as restrictions on the ability of the issuers and guarantors of the Secured Notes to make restricted payments, incur additional indebtedness, enter into certain transactions with affiliates, create or incur certain liens on the collateral, merge, consolidate, or sell assets, sell, transfer or otherwise convey the collateral and designate certain subsidiaries as unrestricted.

Complying with these covenants and other restrictive covenants that may be contained in any future debt agreements will limit our ability to operate our business and may limit our ability to take advantage of business opportunities that are in our long-term interest.

The failure to comply with any of these covenants or restrictions could result in a default under the indenture governing the Secured Notes or any future debt agreement, which could lead to an acceleration of the debt under such instruments and, in some cases, the acceleration of debt under other instruments that contain cross-default or cross-acceleration provisions, each of which could have a material adverse effect on the Company. In the case of an event of default, or in the event of a cross-default or cross-acceleration, we may not have sufficient funds available to make the required payments under our debt agreements.

#### **Risks Related to Our Leverage and Liquidity**

**We have a significant amount of aircraft-related fixed obligations and we have incurred, and may incur in the future, significant additional debt, that could impair our liquidity and thereby harm our business, results of operations and financial condition.**

The airline business is capital intensive and, as a result, many airline companies are highly leveraged. As of December 31, 2023, we had \$1,667.7 million in aircraft-related debt and \$1,771.4 million of other long-term debt on our consolidated balance sheet. In 2023 and 2022, we made scheduled principal payments of \$337.5 million and \$193.0 million on our outstanding debt obligations, respectively. In addition, during the fourth quarter of 2023, the Company early extinguished \$323.3 million of outstanding fixed-rate term loans. As of December 31, 2023, we had future principal debt obligations of \$3.4 billion, of which \$305.2 million is due in 2024.

In 2023 and 2022, we paid the lessors rent of \$389.6 million and \$286.0 million, respectively. As of December 31, 2023, we had future aircraft and spare engine operating lease obligations of approximately \$5.6 billion.

In addition, we have significant obligations for aircraft and spare engines that we have ordered from Airbus, IAE, and Pratt & Whitney for delivery over the next several years.

Our ability to pay the fixed and other costs associated with our contractual obligations will depend on our operating performance, cash flow and our ability to secure adequate financing, which will in turn depend on, among other things, the success of our current business strategy, fuel price volatility, weakening or improvement in the U.S. economy, as well as general economic and political conditions and other factors that are beyond our control. From time to time and subject to market conditions and any applicable contractual requirements, we may refinance portions of our debt, including our 2025 maturities, which, at current interest rates and market conditions, may negatively impact our interest expense or result in higher dilution. The amount of our aircraft-related fixed obligations, our obligations under our other debt arrangements, and the related need to obtain financing could have a material adverse effect on our business, results of operations and financial condition and could:

- require a substantial portion of cash flow from operations for operating lease and maintenance deposit payments, and principal and interest on our indebtedness, thereby reducing the availability of our cash flow to fund working capital, capital expenditures and other general corporate purposes;
- limit our ability to make required pre-delivery deposit payments, or PDPs, including those payable to our aircraft and engine manufacturers for our aircraft and spare engines on order;
- limit our ability to obtain additional financing to support our expansion plans and for working capital and other purposes on acceptable terms or at all;
- make it more difficult for us to pay our other obligations as they become due during adverse general economic and market industry conditions because any related decrease in revenues could cause us to have insufficient cash flows from operations to make our scheduled payments;
- reduce our flexibility in planning for, or reacting to, changes in our business and the airline industry and, consequently, place us at a competitive disadvantage to our competitors with fewer fixed payment obligations or which are subject to fewer limitations or restrictions; and
- cause us to lose access to one or more aircraft and forfeit our rent deposits if we are unable to make our required aircraft lease rental and debt payments and our lessors or lenders exercise their remedies under the lease and debt agreements, including cross default provisions in certain of our leases and mortgages.

A failure to pay our operating lease, debt and other fixed cost obligations or a breach of our contractual obligations could result in a variety of adverse consequences, including the exercise of remedies by our creditors and lessors. In such a situation, it is unlikely that we would be able to cure our breach, fulfill our obligations, make required lease or debt payments or otherwise cover our fixed costs, which would have a material adverse effect on our business, results of operations and financial condition.

#### **Downgrades in our credit ratings could increase future debt financing costs and limit the future availability of debt financing.**

Our credit ratings are important to our cost and availability of capital. The major rating agencies routinely evaluate our credit profile and assign credit ratings to us. This evaluation is based on a number of factors, which include financial strength, business and financial risk, transparency with rating agencies, and timeliness of financial reporting, as well as overall industry risk. We have experienced downgrades in our credit ratings based on our increased level of credit risk as a result of the financial impacts of the COVID-19 pandemic and a continued lack of profitability.

Beginning in 2020 with the onset of the COVID-19 pandemic and through January 2024, on occasion, our corporate credit rating and the credit ratings of our Spirit Airlines Pass Through Trust Certificates have been downgraded by Fitch, S&P Global and/or Moody's. As of January 2024, our Fitch, S&P Global and Moody's credit ratings were B-, CCC+ and Caa2, respectively.

As of January 2024, the S&P Global credit ratings of our Spirit Airlines Pass Through Trust Certificates Series 2015-1 Class A and B were BB+ and B+, respectively, and the credit ratings of our Spirit Airlines Pass Through Trust Certificates Series 2017-1 Class AA, A and B were BBB, BB+ and B, respectively. As of January 2024, the Fitch credit ratings of our Spirit

Airlines Pass Through Trust Certificate Series 2015-1 Class B and 2017-1 Class B were BB and the Fitch credit ratings of our Spirit Airlines Pass Through Trust Certificate Series 2017-1 Class AA was A+.

If our credit ratings were to be further downgraded, or general market conditions were to ascribe higher risk to our ratings levels, the airline industry, or us, it could increase future debt financing costs and limit the future availability of debt financing, which would have an adverse effect on our business, results of operations and financial condition.

**Despite our current indebtedness levels, we may incur additional indebtedness in the future, which could further increase the risks associated with our leverage.**

We may be able to incur substantial additional indebtedness, including additional secured indebtedness, in the future. Our debt agreements do not prohibit us from incurring additional unsecured indebtedness or certain secured indebtedness. If other such indebtedness is incurred in the future, our debt service obligations will increase. The more leveraged we become, the more we will be exposed to the risks created by our current substantial indebtedness.

Our ability to incur secured indebtedness is subject to compliance with certain covenants in the indenture governing the Secured Notes and, in certain circumstances, the liens securing such additional indebtedness will be permitted to be pari passu with the liens securing the Secured Notes.

To the extent that the terms of our current or future debt agreements would prevent us from incurring additional indebtedness, we may be able to obtain amendments to those agreements that would allow us to incur such additional indebtedness, and such additional indebtedness could be material.

For additional information, refer to “Notes to Consolidated Financial Statements—13. Debt and Other Obligations” and “Notes to Consolidated Financial Statements—10. Equity.”

**We are highly dependent upon our cash balances and operating cash flows.**

As of December 31, 2023, we have a revolving credit facility, maturing in 2025, for up to \$300.0 million which was undrawn and available as of December 31, 2023. For additional information, refer to “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Notes to Consolidated Financial Statements—13. Debt and Other Obligations.” This credit facility is not adequate to finance our operations, and we will continue to be dependent on our operating cash flows and cash balances to fund our operations and to make scheduled payments on our aircraft-related fixed obligations. In addition, we have sought, and may continue to seek, financing from other available sources to fund our operations. In addition, our credit card processors are entitled to withhold receipts from customer purchases from us, under certain circumstances. If we fail to maintain certain liquidity and other financial covenants, their rights to holdback would become operative, which would result in a reduction of unrestricted cash that could be material. If we fail to generate sufficient funds from operations to meet our operating cash requirements or do not obtain a line of credit, other borrowing facility or equity financing, we could default on our operating lease and fixed obligations. Our inability to meet our obligations as they become due would have a material adverse effect on our business, results of operations and financial condition.

**Our net operating losses may be limited for U.S. federal income tax purposes under Section 382 of the U.S. Internal Revenue Code.**

If a corporation with net operating losses (“NOLs”) undergoes an “ownership change” within the meaning of Section 382 of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), then such corporation’s use of such “pre-change” NOLs to offset income incurred following such ownership change generally will be subject to an annual limitation specified in Section 382 of the Code. Such limitation also may apply to certain losses or deductions that are “built-in” (i.e., attributable to periods prior to the ownership change, but not yet taken into account for tax purposes) as of the date of the ownership change that are subsequently recognized. An ownership change generally occurs when there is either (i) a shift in ownership involving one or more “5% shareholders,” or (ii) an “equity structure shift” and, as a result, the percentage of stock of the corporation owned by one or more 5% shareholders (based on value) has increased by more than 50 percentage points over the lowest percentage of stock of the corporation owned by such shareholders during the “testing period” (generally the three years preceding the testing date). If the use of our net operating losses to offset our income is subject to such an annual limitation, it is possible that our cash flows, business operations or financial conditions could be adversely affected.

#### Risks Related to Our Securities

**The issuance or sale of shares of our common stock, or rights to acquire shares of our common stock, or warrants issued to the Treasury under the PSP1, PSP2 or PSP3, could depress the trading price of our common stock and Convertible Notes.**

We may conduct future offerings of our common stock, preferred stock or other securities that are convertible into or exercisable for our common stock to finance our operations or fund acquisitions, or for other purposes. In connection with our participation in PSP1, PSP2 and PSP3, we issued to the Treasury 739,089 warrants which may be exercised for shares of our common stock in consideration for the receipt of funding from the Treasury. The warrants expire in five years from the date of issuance, are transferable, have no voting rights and contain customary terms regarding anti-dilution. If the Treasury or any subsequent warrant holder exercises the warrants, the interest of our holders of common stock would be diluted and we would be partially owned by the U.S. government, which could have a negative impact on our common stock price, and which could require increased resources and attention by our management. Additionally, in 2020 we issued 9,000,000 shares pursuant to our ATM Program and in 2021 we completed the registered direct placement of 10,594,073 shares of our voting common stock. Further, we reserve shares of our common stock for future issuance under our equity incentive plans, which shares are eligible for sale in the public market to the extent permitted by the provisions of various agreements and, to the extent held by affiliates, the volume and manner of sale restrictions of Rule 144. If these additional shares are sold, or if it is perceived that they will be sold, into the public market, the price of our common stock could decline substantially. The indenture for the 4.750% convertible senior notes due 2025 (the “2025 Convertible Notes”) and the 1.00% convertible senior notes due 2026 (the “2026 Convertible Notes”, and together with the 2025 Convertible Notes, the “Convertible Notes”) does not restrict our ability to issue additional equity securities in the future. If we issue additional shares of our common stock or rights to acquire shares of our common stock, if any of our existing stockholders sells a substantial amount of our common stock, or if the market perceives that such issuances or sales may occur, then the trading price of our common stock, and, accordingly, the Convertible Notes, may significantly decline. In addition, any issuance of additional shares of common stock will dilute the ownership interests of our existing common stockholders, including holders of our Convertible Notes who have received shares of our common stock upon conversion of their Convertible Notes.

**Conversion of the Convertible Notes may dilute the ownership interest of existing stockholders, including holders of the Convertible Notes who have previously converted their Convertible Notes.**

At our election, we may settle Convertible Notes tendered for conversion partly or, in the case of the 2025 Convertible Notes, entirely, in shares of our common stock. As a result, the conversion of some or all of the Convertible Notes may dilute the ownership interests of existing stockholders. Any sales in the public market of the common stock issuable upon such conversion of the Convertible Notes could adversely affect prevailing market prices of our common stock and, in turn, the price of the Convertible Notes. In addition, the existence of the Convertible Notes may encourage short selling by market participants because the conversion of the Convertible Notes could depress the price of our common stock.

**Provisions in the indenture governing the Convertible Notes could delay or prevent an otherwise beneficial takeover of us.**

Certain provisions in the Convertible Notes and the indenture governing the Convertible Notes could make the Merger or another third party attempt to acquire us more difficult or expensive. For example, if a takeover, including the Merger, constitutes a fundamental change, then holders of the Convertible Notes will have the right to require us to repurchase their notes for cash. In addition, if a takeover, including the Merger, constitutes a make-whole fundamental change, then we may be required to temporarily increase the conversion rate. In either case, and in other cases, our obligations under the Convertible Notes and the indenture governing the Convertible Notes could increase the cost of the Merger or acquiring us or otherwise discourage a third party from acquiring us or removing incumbent management, including in a transaction that holders of the Convertible Notes or holders of our common stock may view as favorable.

**The market price of our common stock has been, and may continue to be, volatile, which could cause the value of an investment in our stock to decline.**

The market price of our common stock may fluctuate substantially due to a variety of factors, many of which are beyond our control, including:

- announcements, media reports, analyst reports or other publications regarding the Merger or the litigation concerning the Merger;

- announcements concerning our competitors, the airline industry or the economy in general;
- strategic actions by us or our competitors, such as acquisitions or restructurings;
- increased price competition;
- media reports and publications about the safety of our aircraft or the aircraft type we operate;
- new regulatory pronouncements and changes in regulatory guidelines;
- changes in the price of aircraft fuel;
- announcements concerning the availability of the type of aircraft we use;
- general and industry-specific economic conditions, including the level of inflation;
- changes in financial estimates or recommendations by securities analysts or failure to meet analysts' performance expectations;
- sales of our common stock or other actions by investors with significant shareholdings;
- trading strategies related to changes in fuel or oil prices; and
- general market, political and economic conditions.

The stock markets in general have experienced substantial volatility that has often been unrelated to the operating performance of particular companies. These types of broad market fluctuations may adversely affect the trading price of our common stock. The price of our common stock has recently declined substantially in response to the announcement of the Injunction and statements by JetBlue related to the Merger and the Injunction. Any significant future declines in the price of our common stock could have an adverse impact on investor confidence and employee retention, which could have a material adverse effect on our business, results of operations and financial condition.

In the past, stockholders have sometimes instituted securities class action litigation against companies following periods of volatility in the market price of their securities. Any similar litigation against us could result in substantial costs, divert management's attention and resources and harm our business or results of operations.

**We may be unable to purchase the Secured Notes or the Convertible Notes upon the occurrence of an applicable change of control or other event.**

Upon the occurrence of a Parent Change of Control, as defined in the indenture governing the Secured Notes, the issuers of the Secured Notes would be required to offer to purchase such notes for cash at a price equal to 101% of their aggregate principal amount, plus accrued and unpaid interest, if any, to, but not including, the repurchase date. Additionally, holders of the Convertible Notes may require us to repurchase their notes following a fundamental change, as defined in the indenture governing the Convertible Notes, at a cash repurchase price generally equal to the principal amount of the Convertible Notes to be repurchased, plus accrued and unpaid interest, if any. In addition, upon conversion, we will satisfy part or all of our conversion obligation in cash unless we elect to settle conversions solely in shares of our common stock.

Applicable law, regulatory authorities and the agreements governing our other indebtedness may restrict our ability to repurchase the Secured Notes or Convertible Notes or pay the cash amounts due upon conversion of the Convertible Notes. Moreover, the exercise by holders of the Secured Notes or Convertible Notes of the right to require the issuers to repurchase their respective notes, or the failure to repurchase such notes, could cause a default under our other debt, even if the event itself does not result in a default under such debt, due to the financial effect of such repurchase. In addition, we may not have enough available cash or be able to obtain financing at the time we are required to repurchase the Convertible Notes or the Secured Notes, or pay the cash amounts due upon conversion of the Convertible Notes. Therefore, we cannot assure you that sufficient funds will be available when necessary to make any required repurchases.

In addition, the indenture governing the Secured Notes sets forth certain Mandatory Prepayment Events, as defined in the indenture governing the Secured Notes. Upon the occurrence of any such Mandatory Prepayment Event, we would be required to prepay the Secured Notes pro rata to the extent of any net cash proceeds received in connection with such event, at a price equal to 100% of the principal amount to be redeemed plus an applicable premium and accrued and unpaid interest, if any, thereon to, but excluding, the prepayment date. Our failure to complete any such mandatory prepayment would result in a

default under the indenture governing the Secured Notes. Such a default may, in turn, constitute a default under any other of our debt agreements that may then be outstanding.

Finally, the indenture governing the Secured Notes sets forth certain Mandatory Repurchase Offer Events, as defined in the indenture governing the Secured Notes. Upon the occurrence of any such Mandatory Repurchase Offer Event, we would be required to offer to repurchase the Secured Notes pro rata to the extent of any net cash proceeds received in connection with such event, at a price equal to 100% of the principal amount to be repurchased plus accrued and unpaid interest thereon to, but excluding, the repurchase date. Our failure to discharge this obligation would result in a default under the indenture governing the Secured Notes. Such a default may, in turn, constitute a default under other of our debt agreements that may then be outstanding.

**The indenture governing the Secured Notes impose certain restrictions which may adversely affect our business and liquidity.**

The indenture governing the Secured Notes imposes certain restrictions on the issuers of the Secured Notes and certain guarantors. These restrictions limit their ability to, among other things: (i) make restricted payments, (ii) incur additional indebtedness, (iii) create certain liens on the collateral, (iv) sell or otherwise dispose of the collateral and (v) consolidate, merge, sell or otherwise dispose of all or substantially all of the issuers' assets, among other restrictions. As a result of these restrictions, we may be limited in how we conduct our business, in our ability to compete effectively or in our ability to implement changes or take advantage of business opportunities—including by making strategic acquisitions, investments or alliances, restructuring our organization or financing capital needs—that would be in our interest. We may also be unable to raise additional indebtedness or equity financing to operate during general economic or business downturns.

**If securities or industry analysts do not publish research or reports about our business, or publish negative reports about our business, our stock price and trading volume could decline.**

The trading market for our common stock depends in part on the research and reports that securities or industry analysts publish about us or our business. If one or more of the analysts who cover us downgrade our stock or publish inaccurate or unfavorable research about our business, our stock price would likely decline. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, demand for our stock could decrease, which might cause our stock price and trading volume to decline.

**Our anti-takeover provisions may delay or prevent a change of control, which could adversely affect the price of our common stock.**

Our amended and restated certificate of incorporation and amended and restated bylaws contain provisions that may make it difficult to remove our board of directors and management and may discourage or delay "change of control" transactions, which could adversely affect the price of our common stock. These provisions include, among others:

- our board of directors is divided into three classes, with each class serving for a staggered three-year term, which prevents stockholders from electing an entirely new board of directors at an annual meeting;
- actions to be taken by our stockholders may only be effected at an annual or special meeting of our stockholders and not by written consent;
- special meetings of our stockholders can be called only by the Chairman of the Board or by our corporate secretary at the direction of our board of directors; and
- advance notice procedures that stockholders must comply with in order to nominate candidates to our board of directors and propose matters to be brought before an annual meeting of our stockholders may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our company.

**Our corporate charter and bylaws include provisions limiting voting by non-U.S. citizens and specifying an exclusive forum for stockholder disputes.**

To comply with restrictions imposed by federal law on foreign ownership of U.S. airlines, our amended and restated certificate of incorporation and amended and restated bylaws restrict voting of shares of our common stock by non-U.S. citizens. The restrictions imposed by federal law currently require that no more than 25% of our stock be voted, directly or indirectly, by persons who are not U.S. citizens, and that our president and at least two-thirds of the members of our board of directors and senior management be U.S. citizens. Our amended and restated bylaws provide that the failure of non-U.S.

citizens to register their shares on a separate stock record, which we refer to as the “foreign stock record,” would result in a suspension of their voting rights in the event that the aggregate foreign ownership of the outstanding common stock exceeds the foreign ownership restrictions imposed by federal law.

Our amended and restated bylaws further provide that no shares of our common stock will be registered on the foreign stock record if the amount so registered would exceed the foreign ownership restrictions imposed by federal law. If it is determined that the amount registered in the foreign stock record exceeds the foreign ownership restrictions imposed by federal law, shares will be removed from the foreign stock record in reverse chronological order based on the date of registration therein, until the number of shares registered therein does not exceed the foreign ownership restrictions imposed by federal law. As of December 31, 2023, we believe we were in compliance with the foreign ownership rules.

As of December 31, 2023, there are no shares of non-voting common stock outstanding. When shares of non-voting common stock are outstanding, the holders of such stock may convert such shares, on a share-for-share basis, in the order reflected on our foreign stock record as shares of common stock are sold or otherwise transferred by non-U.S. citizens to U.S. citizens.

Our amended and restated certificate of incorporation also specifies that the Court of Chancery of the State of Delaware shall be the exclusive forum for substantially all disputes between us and our stockholders. Because the applicability of the exclusive forum provision is limited to the extent permitted by applicable law, we do not intend for the exclusive forum provision to apply to suits brought to enforce any duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction, and acknowledge that federal courts have concurrent jurisdiction over all suits brought to enforce any duty or liability created by the Securities Act. We note that there is uncertainty as to whether a court would enforce the provision as it applies to the Securities Act and that investors cannot waive compliance with the federal securities laws and the rules and regulations thereunder. This provision may have the effect of discouraging lawsuits against our directors and officers.

**We do not intend to pay cash dividends for the foreseeable future.**

We have never declared or paid cash dividends on our common stock. We currently intend to retain our future earnings, if any, to finance the further development and expansion of our business and fund share repurchases under programs approved by our Board of Directors. We do not intend to pay cash dividends in the foreseeable future. The Merger Agreement restricts us from declaring or paying dividends without JetBlue's consent until the Merger is completed or the Merger Agreement is terminated. Any future determination to pay dividends will be at the discretion of our board of directors and will depend on our financial condition, results of operations, capital requirements, restrictions contained in current or future financing instruments, business prospects and such other factors as our Board of Directors deems relevant. The timing of any share repurchases under share repurchase programs will depend upon market conditions, our capital allocation strategy and other factors. Additionally, the Merger Agreement restricts us from repurchasing shares of our common stock without JetBlue's consent until the Merger is completed or the Merger Agreement is terminated.

## **ITEM 1B. UNRESOLVED STAFF COMMENTS**

None.

## **ITEM 1C. CYBERSECURITY**

The Company's cybersecurity program is designed to secure the continuity of operations and protect the privacy of company, guest and team member data. The Company uses multiple layers of security controls and unique threat intelligence within the "Center for Internet Security v8 Cybersecurity Framework" across five core security functions: Identify risks and threats, Protect, Detect, Respond and Recover. In addition, the Company requires that its employees complete annual compliance training on cybersecurity and online habits.

The Company's cybersecurity program is managed by a dedicated cybersecurity function reporting to the Chief Information Security Officer ("CISO") who reports to the Chief Information Officer ("CIO") and is responsible for the Company's cybersecurity strategy, policies, standards, architecture and process. The CISO has over 20 years of executive experience in IT operations and security, primarily in the airline industry, and maintains several active certifications in Risk and Information Security including CIPPUS, CISSP-ISSMP, CISM, CRISC, and CISSP. The program includes periodic and ad hoc reporting on relevant developments, including monitoring, prevention, detection, mitigation and remediation of the current cybersecurity landscape as well as reporting on any cybersecurity incidents to the Company's CEO and the Safety, Security and Operations Committee of the Board of Directors, which has oversight of management's cybersecurity function. The CISO also engages external government and commercial expertise to continuously evaluate, test and adapt the program. External vendors participate in in-depth security assessments based on the Company's vendor management security policy.

Currently, the Company is not aware of any material risks from cybersecurity threats that have materially affected or are reasonably likely to materially affect the Company's operations. However, the nature of potential cybersecurity risks and threats are uncertain, and any future incidents, outages or breaches could have a material adverse effect on the Company's business strategy, results of operations or financial condition.

## **ITEM 2. PROPERTIES**

### **Aircraft**

As of December 31, 2023, we operated a fleet of 205 aircraft as detailed in the following table:

Aircraft Type	Seats	Average Age (years)	Number of Aircraft	Number Owned	Number Leased <sup>(1)</sup>
A319	145	16.9	19	17	2
A320ceo	182	9.2	64	27	37
A320neo	182	2.7	84	4	80
A321ceo	228	7.0	30	25	5
A321neo	235	0.4	8	—	8
		<b>6.6</b>	<b>205</b>	<b>73</b>	<b>132</b>

(1) Includes 15 aircraft recorded as failed sale-leaseback transactions. Refer to "Notes to Consolidated Financial Statements—13. Debt and Other Obligations" and "Notes to Consolidated Financial Statements—14. Leases" for additional information.

On December 20, 2019, we entered into an A320 NEO Family Purchase Agreement with Airbus for the purchase of 100 new Airbus A320neo family aircraft, with options to purchase up to 50 additional aircraft. This agreement included a mix of Airbus A319neo, A320neo and A321neo aircraft. On July 31, 2023, we entered into Amendment No. 6 (the "Amendment") to the A320 NEO Family Purchase Agreement. The Amendment converts the remaining A319neo aircraft to be delivered under the Airbus Purchase Agreement to A321neo aircraft. The Amendment also (i) defers certain A320neo aircraft deliveries from 2024 to 2025 and later years, (ii) extends delivery dates for certain A320neo and A321neo aircraft deliveries from 2025-2027 to 2025-2029 and (iii) adjusts the timing of option aircraft delivery dates from 2026-2028 to 2027-2029. In addition, the Amendment creates a more equal distribution of aircraft deliveries and option rights across the delivery periods. As of December 31, 2023, our firm aircraft orders consisted of 99 A320 family aircraft with Airbus, including A320neos and A321neos, with deliveries expected through 2029. As of December 31, 2023, we had secured financing for 18 aircraft, scheduled for delivery from Airbus through 2025, which will be financed through sale-leaseback transactions. In addition, we had 22 direct operating leases for A321neos with third-party lessors, with deliveries expected through 2025. During the third

quarter of 2021, we entered into an Engine Purchase Support Agreement which requires us to purchase a certain number of spare engines in order to maintain a contractual ratio of spare engines to aircraft in the fleet. As of December 31, 2023, we were committed to purchase 19 PW1100G-JM spare engines, with deliveries through 2029.

During the fourth quarter of 2022, we made the decision to accelerate the retirement of 29 of our A319 aircraft. During the twelve months ended December 31, 2023, we completed the sale of 12 A319 airframes and 20 A319 engines. The remaining A319 aircraft subject to the sale agreement remain in service and will continue to operate until immediately before the sale of the aircraft. Excluding the A319 aircraft to be sold, the average age of our fleet would have been 5.5 years as of December 31, 2023. In addition, we are scheduled to take delivery of 121 new Airbus A320-family aircraft through 2029, potentially making ours the youngest fleet in the United States. Refer to "Notes to Consolidated Financial Statements—1. Summary of Significant Accounting Policies" for additional information.

#### **Ground Facilities**

We lease all of our facilities at each of the airports we serve, with the exception of our aircraft maintenance hangar in Detroit, which we own and operate on leased land. Our leases for terminal passenger service facilities, which include ticket counter and gate space, operations support areas and baggage service offices, generally have a term ranging from month-to-month to 24 years, and contain provisions for periodic adjustments of lease rates. We also are responsible for maintenance, insurance and other facility-related expenses and services. We also have entered into use agreements at the airports we serve that provide for the non-exclusive use of runways, taxiways and other airfield facilities. Landing fees paid under these agreements are based on the number of landings and weight of the aircraft.

As of December 31, 2023, Ft. Lauderdale/Hollywood International Airport (FLL) remained our single largest airport served, with approximately 22% of our capacity operating through FLL during 2023. We operate primarily out of Terminals 3 and 4 at FLL. We currently use up to thirteen gates simultaneously at Terminal 3 and Terminal 4. We have preferential access to six of the Terminal 4 gates, preferential access to four of the Terminal 3 gates, common use access to the four airport controlled Terminal 4 gates, and common use access to the one airport controlled Terminal 3 gate. Other airports through which we conduct significant operations include Orlando International Airport (MCO), McCarran International Airport (LAS), Hartsfield-Jackson Atlanta International Airport (ATL) and Los Angeles International Airport (LAX).

Our largest maintenance facility is a hangar currently located at Detroit, Michigan. The lease with the Detroit, Michigan airport authority expires in September 2032. Our second largest maintenance facility is a hangar and warehouse currently located at Houston, Texas. As of December 31, 2023, we also conduct additional maintenance operations in leased facilities in Fort Lauderdale, Florida; Chicago, Illinois; Atlantic City, New Jersey; Dallas, Texas; Las Vegas, Nevada; Orlando, Florida; Atlanta, Georgia; Myrtle Beach, South Carolina; Philadelphia, Pennsylvania; Baltimore, Maryland; Miami, Florida; Tampa, Florida and Los Angeles, California.

Our principal executive offices and headquarters are located in a leased facility at 2800 Executive Way, Miramar, Florida 33025, consisting of approximately 56,000 square feet. The lease for this facility expires in January 2025. In January 2014, we expanded our principal executive offices and headquarters by leasing an additional facility located at 2844 Corporate Way, Miramar, Florida 33025, consisting of approximately 15,000 square feet. The lease for this facility expires in January 2025. In March 2018, we added approximately 26,000 square feet of office space at 2877-2899 N Commerce Parkway, Miramar, FL 33025 to further support the corporate headquarters. The lease on this space expires in January 2025.

During the fourth quarter of 2019, we purchased an 8.5-acre parcel of land and entered into a 99-year lease agreement for the lease of a 2.6-acre parcel of land, in Dania Beach, Florida, where we are building a new headquarters campus and a 200-unit residential building. During the first quarter of 2022, we began building our new headquarters campus and a 200-unit residential building with an expected completion during the first quarter of 2024.

#### **ITEM 3. LEGAL PROCEEDINGS**

We are subject to commercial litigation claims and to administrative and regulatory proceedings and reviews that may be asserted or maintained from time to time. We believe the ultimate outcome of pending lawsuits, proceedings and reviews will not, individually or in the aggregate, have a material adverse effect on our financial position, liquidity, or results of operations. In making a determination regarding accruals, using available information, we evaluate the likelihood of an unfavorable outcome in legal or regulatory proceedings and assessments to which we are a party and record a loss contingency when it is probable a liability has been incurred and the amount of the loss can be reasonably estimated. These subjective determinations are based on the status of such legal or regulatory proceedings, the merits of our defenses, and consultation with legal counsel. Actual outcomes of these legal and regulatory proceedings may materially differ from our current estimates. It is possible that

resolution of one or more of the legal matters currently pending or threatened could result in losses material to our consolidated results of operations, liquidity or financial condition.

In 2017, a purported class action lawsuit was filed against us in the Eastern District of New York ("EDNY"), styled *Cox, et al. v. Spirit Airlines, Inc.*, alleging state-law claims of breach of contract, unjust enrichment and fraud relating to our practice of charging fees for ancillary products and services. The original action was dismissed by the EDNY, however, following the plaintiff's appeal to the Second Circuit, the case was remanded to the EDNY for further review on the breach of contract claim. A hearing on our Motion for Summary Judgment and plaintiff's Motion for Class Certification was held on December 10, 2021. The EDNY granted the plaintiff's class certification motion on March 29, 2022. We subsequently filed a motion for reconsideration on April 26, 2022 and an oral argument was held on May 19, 2022. The EDNY denied our motion for reconsideration on February 14, 2023. On April 3, 2023, we moved to compel arbitration of and/or dismiss certain class members' claims for lack of personal jurisdiction. Trial was set to begin on January 16, 2024. However, in June 2023, we reached a tentative settlement in mediation for a maximum amount of \$8.3 million. The EDNY issued a preliminary approval order on September 21, 2023, and the final approval hearing was held on December 11, 2023. The total amount paid depends on a number of factors, including participation of class members and any conditions on the settlement approved by the EDNY. Currently, our best estimate of the probable loss associated with the settlement is \$6.0 million, and we have recorded this amount in other operating expenses within our consolidated statements of operations.

On February 27, 2023, ALPA filed a grievance against us claiming that we violated the collective bargaining agreement ("CBA") by excluding its pilots from our retention award programs granted as part of the former merger agreement with Frontier Airlines (the "Former Frontier Merger Agreement") and the Merger Agreement with JetBlue. On September 8, 2023, we filed a motion to dismiss the grievance, as we do not believe that ALPA filed the grievance within the timeline set forth in the CBA. As of December 31, 2023, the potential outcomes of this claim cannot be determined and an estimate of the reasonably possible loss or range of loss cannot be made.

Following an audit by the IRS related to the collection of federal excise taxes on optional passenger seat selection charges covering the second quarter of 2018 through the fourth quarter of 2020, on March 31, 2022, we were assessed \$34.9 million. On July 19, 2022, the assessment was reduced to \$27.5 million. We believe we have defenses available and intend to challenge the assessment; therefore, we have not recognized a loss contingency.

#### **ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

## PART II

### ITEM 5. MARKET FOR REGISTRANT'S COMMON EQUITY, RELATED STOCKHOLDER MATTERS AND ISSUER PURCHASES OF EQUITY SECURITIES

Our common stock is listed and traded on the NYSE under the symbol "SAVE." As of January 26, 2024, there were approximately 67 holders of record of our common stock. Because many of our shares are held by brokers and other institutions on behalf of stockholders, we are unable to estimate the total number of stockholders represented by the holders.

The information under the caption "Equity Compensation Plan Information" in our 2024 Proxy Statement is incorporated herein by reference.

#### Dividend Policy

We have never declared or paid, and do not anticipate declaring or paying, any cash dividends on our common stock. Any future determination as to the declaration and payment of dividends, if any, will be at the discretion of our board of directors and will depend on then existing conditions, including our financial condition, operating results, contractual restrictions, capital requirements, business prospects and other factors our board of directors may deem relevant.

#### Our Repurchases of Equity Securities

The following table reflects our repurchases of our common stock during the fourth quarter of 2023. Repurchases of equity securities during the period include repurchases made from employees who received restricted stock awards, market share awards and performance share awards. All employee stock repurchases were made at the election of each employee pursuant to an offer to repurchase by us. In each case, the shares repurchased constituted the portion of vested shares necessary to satisfy tax withholding requirements.

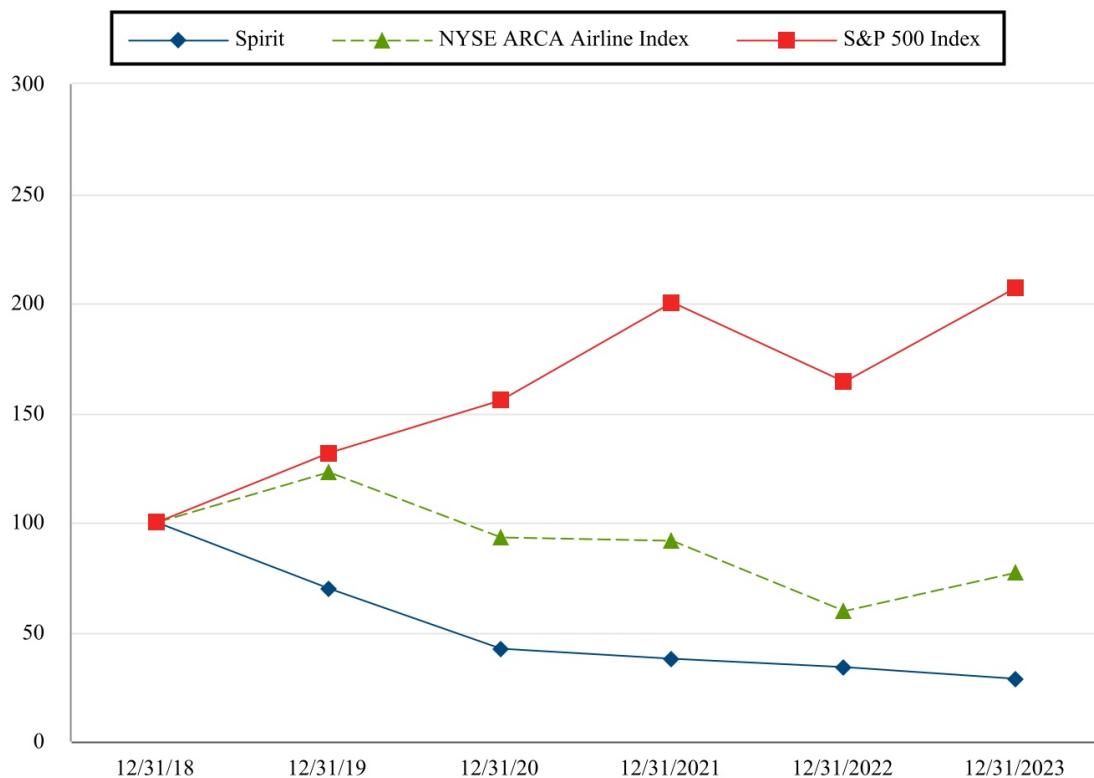
ISSUER PURCHASES OF EQUITY SECURITIES

Period	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs	Approximate Dollar Value of Shares that May Yet be Purchased Under Plans or Programs
October 1-31, 2023	1,052	\$ 16.31	—	\$ —
November 1-30, 2023	—	—	—	—
December 1-31, 2023	55,906	16.31	—	—
Total	<u>56,958</u>	<u>\$ 16.31</u>	<u>—</u>	<u>—</u>

During the first three quarters of 2023, we repurchased approximately 85 thousand shares for a total of \$1.7 million. Repurchases of equity securities during this period include repurchases made from employees who received restricted stock awards, market share awards or performance share awards.

## Stock Performance Graph

The following graph compares the cumulative total stockholder return on our common stock with the cumulative total return on the NYSE ARCA Airline Index and the S&P 500 Index for the period beginning on December 31, 2018 and ending on December 31, 2023. The graph assumes an investment of \$100 in our stock and the two indices, respectively, on December 31, 2018, and further assumes the reinvestment of all dividends. Stock price performance, presented for the period from December 31, 2018 to December 31, 2023, is not necessarily indicative of future results.



	<b>12/31/2018</b>	<b>12/31/2019</b>	<b>12/31/2020</b>	<b>12/31/2021</b>	<b>12/31/2022</b>	<b>12/31/2023</b>
Spirit	\$ 100.00	\$ 69.60	\$ 42.21	\$ 37.72	\$ 33.63	\$ 28.30
NYSE ARCA Airline Index	\$ 100.00	\$ 122.74	\$ 93.00	\$ 91.37	\$ 59.45	\$ 76.93
S&P 500 Index	\$ 100.00	\$ 131.47	\$ 155.65	\$ 200.29	\$ 163.98	\$ 207.04

**ITEM 6. SELECTED FINANCIAL DATA**

Not applicable.

## **ITEM 7. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS**

*You should read the following discussion of our financial condition and results of operations in conjunction with the consolidated financial statements and the notes thereto included elsewhere in this annual report. Our discussion and analysis of fiscal year 2023 compared to fiscal year 2022 is included herein. Unless expressly stated otherwise, for discussion and analysis of fiscal year 2021 items and fiscal year 2022 compared to fiscal year 2021, please refer to [Item 7 of Part II, "Management's Discussion and Analysis of Financial Condition and Results of Operations"](#) in our Annual Report on Form 10-K for the fiscal year ended December 31, 2022, which was filed with the United States Securities and Exchange Commission on February 6, 2023 and is incorporated herein by reference.*

*We evaluate our financial performance utilizing various accounting principles generally accepted in the United States of America ("GAAP") and non-GAAP financial measures, including Adjusted CASM and Adjusted CASM ex-fuel. These non-GAAP financial measures are provided as supplemental information to the financial information presented in this annual report that is calculated and presented in accordance with GAAP and these non-GAAP financial measures are presented because management believes that they supplement or enhance management's, analysts' and investors' overall understanding of our underlying financial performance and trends and facilitate comparisons among current, past and future periods.*

*Because the non-GAAP financial measures are not calculated in accordance with GAAP, they should not be considered superior to and are not intended to be considered in isolation or as a substitute for the related GAAP financial measures presented in this annual report and may not be the same as or comparable to similarly titled measures presented by other companies due to possible differences in the method of calculation and in the items being adjusted. We encourage investors to review our financial statements and other filings with the Securities and Exchange Commission in their entirety and not to rely on any single financial measure.*

*The information below provides an explanation of certain adjustments reflected in the non-GAAP financial measures and shows a reconciliation of non-GAAP financial measures reported in this annual report to the most directly comparable GAAP financial measures. Within the financial tables presented, certain columns and rows may not add due to the use of rounded numbers. Per unit amounts presented are calculated from the underlying amounts.*

*Operating expenses per available seat mile ("CASM") is a common metric used in the airline industry to measure an airline's cost structure and efficiency. We exclude loss on disposal of assets, special charges (credits) and a litigation loss contingency recorded in the second quarter of 2023 to determine Adjusted CASM. We believe that also excluding aircraft fuel and related taxes ("Adjusted CASM ex-fuel") from certain measures is useful to investors because it provides an additional measure of management's performance excluding the effects of a significant cost item over which management has limited influence and increases comparability with other airlines that also provide a similar metric.*

### **2023 Year in Review**

#### ***JetBlue Merger***

On July 28, 2022, we entered into the "Merger Agreement with JetBlue and Merger Sub," pursuant to which and subject to the terms and conditions therein, Merger Sub will merge with and into Spirit, with Spirit continuing as the surviving entity. As a result of the Merger, each existing share of Spirit's common stock (except for dissenting shares, treasury stock, and shares of Spirit's common stock owned by JetBlue, Merger Sub or any of their respective wholly owned subsidiaries), will be converted into the right to receive an amount in cash per share, without interest, equal to the Merger Consideration. If an aggregate of \$1.15 of Additional Prepayment Amounts has been paid out before consummation or termination of the Merger, Spirit stockholders will thereafter continue to receive monthly Additional Prepayments, at the same \$0.10 per month rate until the transaction closes or the Merger Agreement is terminated. The Merger Agreement becomes unilaterally terminable by either JetBlue or Spirit after July 24, 2024.

JetBlue will pay or cause to be paid the Approval Prepayment Amount to Spirit stockholders as of the record date established by Spirit for the special meeting to approve the Merger Agreement within five business days following such Spirit stockholder approval. Thereafter, on or prior to the last business day of each month beginning after December 31, 2022 until the earlier of the Closing or termination of the Merger Agreement, JetBlue will also pay or cause to be paid the Additional Prepayment Amount to Spirit stockholders as of a record date not more than five business days prior to the last business day of such month. Payments made from JetBlue to Spirit stockholders do not impact our results of operations or cash flows.

On October 19, 2022, Spirit's stockholders approved the Merger Agreement at a special meeting of stockholders. The record date for both the Spirit's special meeting and the Approval Prepayment was September 12, 2022. In accordance with the terms of the Merger Agreement, on October 26, 2022, JetBlue paid the Spirit stockholders the Approval Prepayment Amount of \$2.50 per share. Additionally, beginning January 2023, JetBlue paid on a monthly basis the Additional Prepayments of \$0.10 per share of common stock to all Spirit stockholders as of each record date per the agreement.

Due to the payment of the Approval Prepayment and each of the Additional Prepayment Amounts, in accordance with the terms of the respective debt indentures and warrant agreements, we announced related adjustments to the conversion rates of our convertible notes due 2025 and our convertible notes due 2026 as well as adjustments to the exercise prices and warrant shares of the PSP1, PSP2 and PSP3 warrants outstanding. As of December 31, 2023, the conversion rates of the convertible notes due 2025 and 2026 were 94.9262 and 24.6649 shares of voting common stock per \$1,000 principal amount of convertible notes, respectively. In addition, as of December 31, 2023, the exercise prices of the PSP1, PSP2 and PSP3 warrants were \$11.663, \$20.229 and \$30.196, respectively and the number of warrant shares issuable upon the exercise of the PSP1, PSP2 and PSP3 warrants were adjusted to 628,725.19, 166,292.37 and 97,219.73, respectively.

Completion of the Merger is subject to the satisfaction or waiver of certain closing conditions, including, among other things: (1) approval of the transactions by Spirit's stockholders, which was received on October 19, 2022; (2) receipt of applicable regulatory approvals, including approvals from the U.S. Federal Communications Commission, the U.S. Federal Aviation Administration and the U.S. Department of Transportation and the expiration or early termination of the statutory waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and other competition laws, and other required regulatory approvals; (3) the absence of any law or order prohibiting the consummation of the transactions; and (4) the absence of any material adverse effect (as defined in the Merger Agreement) on Spirit.

On March 7, 2023, the DOJ filed suit to block the Merger and a trial was held in late 2023. On January 16, 2024, the District Court granted the Injunction. On January 19, 2024, Spirit and JetBlue filed a notice of appeal to reverse the District Court's decision and allow Spirit and JetBlue to complete the Merger. On January 25, 2024, JetBlue made a public filing stating that certain closing conditions required by the Merger Agreement may not be satisfied prior to the outside dates set forth in the Merger Agreement and, accordingly, the Merger Agreement may be terminable on and after January 28, 2024. We do not believe there is a basis for terminating the Merger Agreement, and we will continue to abide by all of our obligations under the Merger Agreement. On January 29, 2024, Spirit and JetBlue filed a request with the Court of Appeals seeking an expedited schedule for their appeal. On February 2, 2024, the Court of Appeals granted our motion, stating it would hear arguments in June 2024.

In addition, Spirit has agreed, among other things, that neither it nor any of its directors, officers, employees and representatives will (1) solicit alternative transactions, (2) participate in any discussions or negotiations relating to alternative transactions, (3) furnish any non-public information in connection with alternative transactions or (4) enter into any agreement relating to alternative transactions, except under limited circumstances described in the Merger Agreement. However, in certain circumstances, Spirit may terminate the Merger Agreement to enter into a definitive agreement for a Superior Proposal (as defined in the Merger Agreement). In addition, Spirit, JetBlue and Merger Sub each make certain customary representations, warranties and covenants, as applicable, in the Merger Agreement.

The Merger Agreement contains certain termination rights for Spirit and JetBlue, including, without limitation, a right for either party to terminate if the Merger is not consummated on or before July 28, 2023 (the "Outside Date"), subject to certain automatic extensions up to July 24, 2024 if needed to obtain regulatory approvals. Since all regulatory approvals required to consummate the Merger were not obtained as of January 28, 2023, the current Outside Date has been automatically extended to July 24, 2024. Upon the termination of the Merger Agreement under specified circumstances, Spirit will be required to pay JetBlue a termination fee of \$94.2 million. Upon the termination of the Merger Agreement by JetBlue because of a material uncured breach by Spirit of the Merger Agreement, Spirit will be required to pay JetBlue an amount equal to the sum of all amounts paid by JetBlue to the Spirit stockholders. Upon the termination of the Merger Agreement for failure to obtain antitrust regulatory clearance, JetBlue will be required to pay (i) to Spirit, \$70.0 million, and (ii) to the Spirit stockholders, the excess of (A) \$400.0 million minus (B) the sum of the Approval Prepayment Amount and all Additional Prepayment Amounts previously paid by JetBlue to the Spirit stockholders.

#### ***Pratt & Whitney***

On July 25, 2023, RTX Corporation, parent company of Pratt & Whitney, announced that it had determined that a rare condition in the powdered metal used to manufacture certain engine parts will require accelerated inspection of the GTF fleet, which powers our A320neo family of aircraft.

In September 2023, Pratt & Whitney notified us that all the geared turbofan GTF neo engines in our fleet, including the engines slotted for future aircraft deliveries, for a yet to be determined period, are subject to the inspection and possible replacement, of the powdered metal high-pressure turbine and compressor discs. In addition, Pratt & Whitney issued a SI, requiring accelerated engine removals and inspections covering the initial tranche of operational engines, no later than September 15, 2023. As of December 31, 2023, in accordance with the SI issued by Pratt & Whitney, we have removed five engines from service, three of which are currently awaiting induction for inspection.

For the remaining engines, Pratt & Whitney has provided an initial analysis on an inspection and removal schedule for these engines. In addition, to the 5 engines removed from service, we had 12 neo aircraft grounded as of December 31, 2023 for reliability, durability, and inspection requirements combined. For 2024, we had an average of 13 grounded neo aircraft in January 2024, and we expect the average number of grounded neo aircraft will increase to approximately 40 in December 2024, averaging approximately 25 grounded for the full year. We currently estimate the majority of affected engines will require removal and inspection in 2024, but will continue through 2026, based on SBs issued by Pratt & Whitney and related airworthiness directives issued by the FAA.

The temporary removal of engines from service is expected to drive a significant decrease in our near-term growth projections. We have reduced capacity in amounts and timing commensurate with the initially scheduled removal and inspection of these impacted engines, however, we continue to assess the impact on our future capacity plans. Pratt & Whitney stated that they are focused on addressing the challenges arising from the powdered metal manufacturing issue and will proactively take steps to support and mitigate the operational impact to its customers. We are in discussions with Pratt & Whitney regarding compensation for the loss of utilization; however, the amount, timing, or structure of the compensation that will be agreed upon is not yet known.

#### ***Summary of Results***

During 2023, we generated a pre-tax loss of \$558.6 million and a net loss of \$447.5 million, \$(4.10) per share, compared to a pre-tax loss of \$700.7 million and a net loss of \$554.2 million, \$(5.10) per share, in 2022. The decrease in pre-tax loss was primarily driven by a decrease in special charges, year over year, as well as a decrease in aircraft fuel expense driven by a 15.8% decrease in fuel price per gallon, period over period. These decreases were partially offset by an increase in salaries, wages and benefits expense as compared to the prior year period. In addition, the reduced net loss reflects an increase in operating revenues due to a 13.7% increase in our traffic and a 14.6% increase in our capacity, as compared to 2022.

For the year ended December 31, 2023, we had a negative operating margin of 9.2% on \$5,362.5 million in operating revenues. TRASM in 2023 was 9.63 cents, a decrease of 7.8% compared to the prior year. Total revenue per passenger flight segment decreased 7.7%, year over year, from \$131.78 to \$121.58. Fare revenue per passenger flight segment decreased 17.0%, while non-ticket revenue per passenger flight segment increased by 0.9%, as compared to the prior year.

Our operating cost structure is a primary area of focus and is at the core of our ULCC business model. Our unit operating costs continue to be among the lowest of any airline in the United States. During 2023, our Adjusted CASM ex-fuel was 7.06 cents as compared to 6.73 cents for 2022. The increase on a per-ASM basis was primarily due to increases in salaries, wages and benefits expense and aircraft rent expense, partially offset by a decrease in depreciation and amortization expense.

During 2023, we added 4 new destinations: Charleston, South Carolina, Norfolk, Virginia, San Jose, California and Tulum, Mexico. During 2023, we grew our fleet of Airbus single-aisle aircraft from 194 to 205 aircraft as we took delivery of 10 aircraft under sale-leaseback transactions and 13 aircraft under direct operating leases and sold 12 A319 aircraft. We also took delivery of 4 new engines through cash purchases. As of December 31, 2023, our 205 Airbus A320-family aircraft fleet was comprised of 19 A319ceos, 64 A320ceos, 84 A320neos, 30 A321ceos and 8 A321neos. As of December 31, 2023, we owned 73 aircraft, of which 29 aircraft were financed through fixed-rate long-term debt, 27 aircraft were financed through enhanced equipment trust certificates ("EETCs") and 17 were purchased off lease. As of December 31, 2023, we had 132 leased aircraft, of which 117 aircraft were financed under operating leases and 15 aircraft would have been deemed finance leases resulting in failed sale-leaseback transactions. As of December 31, 2023, our aircraft orders from Airbus consisted of 99 A320 family aircraft scheduled for delivery through 2029. In addition, as of December 31, 2023, we had secured financing for 22 aircraft to be leased directly from third-party lessors, scheduled for delivery through 2025.

#### **Operating Revenues**

Our operating revenues are comprised of passenger revenues and other revenues.

##### ***Passenger revenues***

*Fare revenues.* Tickets sold are initially deferred within air traffic liability on our consolidated balance sheet. Passenger fare revenues are recognized at time of departure when transportation is provided. Generally, all tickets sold by us are nonrefundable. Fare revenues are recorded within passenger revenues on our consolidated statement of operations. Refer to our disaggregated revenue table within "Notes to Consolidated Financial Statements—1. Summary of Significant Accounting Policies."

Customers may elect to change or cancel their itinerary prior to the date of departure. For changes, a service charge is recognized at time of departure of newly scheduled travel and is deducted from the face value of the original purchase price of the ticket, and the original ticket becomes invalid. For cancellations, a service charge is assessed and the amount remaining after deducting the service charge is called a credit shell. For credit shells that we estimate are not likely to be used prior to expiration, we recognize the associated value proportionally during the period over which the remaining credit shells may be used. Estimating the amount of credits that will go unused involves some level of subjectivity and judgment and can be impacted by several factors including, but not limited to, changes to our ticketing policies, changes to our refund, exchange, and credit shell policies, and economic factors.

*Non-fare revenues.* Our most significant non-fare revenues generally include revenues generated from air travel-related services paid for baggage, passenger usage fees, advance seat selection and itinerary changes. These ancillary items are deemed part of the single performance obligation of providing passenger transportation and as such, are recognized in non-fare revenues within passenger revenues on our consolidated statement of operations. Refer to our disaggregated revenue table within "Notes to Consolidated Financial Statements—1. Summary of Significant Accounting Policies." Substantially all of our passenger non-fare revenues are recognized at time of departure when transportation is provided.

Passenger revenues are generally recognized once the related flight departs. Accordingly, the value of tickets and non-fare revenues sold in advance of travel is included under our current liabilities as "air traffic liability," or ATL, until the related air travel is provided. An unused ticket expires at the date of scheduled travel, at which time a service charge is assessed, and is recognized as revenue at the date of scheduled travel.

Guests may earn points based on their spending with the Free Spirit affinity credit card program which we have an agreement to sell points. The contract to sell points under this agreement has multiple performance obligations, as discussed below.

Our co-branded credit card agreement provides for joint marketing where cardholders earn points for making purchases using co-branded cards. During 2023, we extended our agreement with the administrator of the Free Spirit affinity credit card program through December 31, 2028. We account for this agreement consistently with the accounting method that allocates the consideration received to the individual products and services delivered. The value is allocated based on the relative stand-alone selling prices of those products and services, which generally consists of (i) points to be awarded, (ii) airline benefits and (iii) licensing of brand and access to member lists and (iv) advertising and marketing efforts. We determined the estimate of the stand-alone selling prices by considering discounted cash flow analysis using multiple inputs and assumptions, including: (1) the expected number of points awarded and number of points redeemed, (2) the estimated stand-alone selling price of the award travel obligation and airline benefits, (3) licensing of brand and access to member lists and (4) the costs of advertising and marketing efforts.

#### ***Other revenues***

Other revenues primarily consist of the marketing component of the sale of loyalty points to our credit card partner and commissions revenue from the sale of various items such as hotels and rental cars.

Substantially all of our revenues are denominated in U.S. dollars. We recognize revenues net of certain taxes and airport passenger fees, which are collected by us on behalf of airports and governmental agencies and remitted to the applicable governmental entity or airport on a periodic basis. These taxes and fees include U.S. federal transportation taxes, federal security charges, airport passenger facility charges and foreign arrival and departure taxes. These items are collected from customers at the time they purchase their tickets, but are not included in our revenues. Upon collection from the customer, we record a liability within other current liabilities on our consolidated balance sheets and relieve the liability when payments are remitted to the applicable governmental agency or airport.

#### **Operating Expenses**

Our operating expenses consist of the following line items.

*Aircraft Fuel.* Aircraft fuel expense includes the cost of jet fuel, related federal taxes, fueling into-plane fees and transportation fees. It also includes realized and unrealized gains and losses arising from activity on our fuel derivatives, if any.

*Salaries, Wages and Benefits.* Salaries, wages and benefits expense includes the salaries, hourly wages, bonuses and equity compensation paid to employees for their services, as well as the related expenses associated with employee benefit plans and employer payroll taxes.

*Landing Fees and Other Rents.* Landing fees and other rents include both fixed and variable facilities expenses, such as the fees charged by airports for the use or lease of airport facilities, overfly fees paid to other countries and the monthly rent paid for our headquarters facility.

*Aircraft Rent.* Aircraft rent expense consists of all minimum lease payments under the terms of our aircraft and spare engine lease agreements recognized on a straight-line basis. Aircraft rent expense also includes supplemental rent. Supplemental rent is primarily made up of probable and estimable return condition obligations on leased aircraft. As of December 31, 2023, 117 (excluding 15 aircraft that would have been deemed finance leases resulting in failed sale-leaseback transactions) of our 205 aircraft and 6 of our 34 spare engines are financed under operating leases.

*Depreciation and Amortization.* Depreciation and amortization expense includes the depreciation of fixed assets we own and leasehold improvements. It also includes the amortization of capitalized software costs and heavy maintenance. Under the deferral method, the cost of our heavy maintenance is capitalized and amortized on a straight-line or usage basis until the earlier of the next estimated heavy maintenance event or the remaining lease term.

*Maintenance, Materials and Repairs.* Maintenance, materials and repairs expense includes parts, materials, repairs and fees for repairs performed by third-party vendors and in-house mechanics required to maintain our fleet. It excludes direct labor cost related to our own mechanics, which is included under salaries, wages and benefits. It also excludes the amortization of heavy maintenance expenses, which we defer under the deferral method of accounting and amortize as a component of depreciation and amortization expense.

*Distribution.* Distribution expense includes all of our direct costs, including the cost of web support, our third-party call center, travel agent commissions and related GDS fees and credit card transaction fees, associated with the sale of our tickets and other products and services.

*Special Charges (Credits).* Special charges and credits include legal, advisory and other fees related to the Former Frontier Merger Agreement and the JetBlue Merger Agreement, the retention bonus programs, recognition of impairment charges related to the planned acceleration of the retirement of 29 of our A319 aircraft, the grant component of the PSP2 and PSP3 agreements with the Treasury, the CARES Act Employee Retention credit and amounts paid in connection with our involuntary employee separation programs.

*Loss on Disposal of Assets.* Loss on disposal of assets includes the net losses on the disposal of our fixed assets, the net losses or gains resulting from our aircraft and engine sale-leaseback transactions as well as the net losses or gains resulting from sale of our A319 airframes and engines.

*Other Operating Expenses.* Other operating expenses include airport operations expense and fees charged by third-party vendors for ground handling services and food and liquor supply service expenses, passenger re-accommodation expense, the cost of passenger liability and aircraft hull insurance, all other insurance policies except for employee related insurance, travel and training expenses for crews and ground personnel, professional fees, personal property taxes and all other administrative and operational overhead expenses. No individual item included in this category represented more than 5% of our total operating expenses.

## **Other (Income) Expense**

*Interest Expense.* Interest expense in 2023 and 2022 primarily related to the financing of purchased aircraft, the interest and accretion related to our 8.00% senior secured notes, the interest and discount amortization related to our convertible notes and favorable mark to market adjustments of the derivative liability related to our convertible notes due 2026. Interest expense in 2021 primarily related to the financing of purchased aircraft as well as the interest related to our convertible notes and the interest and accretion related to our 8.00% senior secured notes.

*Loss (gain) on Extinguishment of Debt.* Gain on extinguishment of debt in 2023 was primarily related to the gain recognized due to the early extinguishment of certain of our outstanding fixed-rate term loans, and was partially offset by the write-offs of related deferred financing costs. Refer to "Notes to Consolidated Financial Statements — 13. Debt and Other Obligations" for more information. We had no loss (gain) on extinguishment of debt in 2022. Loss on extinguishment of debt in

2021 primarily related to premiums paid to early extinguish a portion of our 8.00% senior secured notes and convertible notes due 2025. In addition, it includes the write-off of related deferred financing costs and original issuance discount.

*Capitalized Interest.* We capitalize the interest that is primarily attributable to the outstanding PDP balances as a percentage of the related debt on which interest is incurred. Capitalized interest represents interest cost incurred during the acquisition period of a long-term asset and is the amount which theoretically could have been avoided had we not paid PDPs for the related aircraft or engines. Capitalization of interest ceases when the asset is ready for service. Capitalized interest for 2023, 2022 and 2021 primarily relates to the interest incurred on long-term debt. In addition, during 2023, we capitalized interest related to the outstanding work in progress in connection to the building of our new headquarters.

*Interest Income.* For 2023, 2022 and 2021, interest income represents interest income earned on cash, cash equivalents and short-term investments as well as interest earned on income tax refunds.

*Other Expense.* Other expense primarily includes realized gains and losses related to foreign currency transactions.

#### **Income Taxes**

We account for income taxes using the asset and liability method. We record a valuation allowance to reduce the deferred tax assets reported if, based on the weight of the evidence, it is more likely than not that some portion or all of the deferred tax assets will not be realized. Deferred taxes are recorded based on differences between the financial statement basis and tax basis of assets and liabilities and available tax loss and credit carryforwards. In assessing the realizability of the deferred tax assets, we consider whether it is more likely than not that some or all of the deferred tax assets will be realized. In evaluating the ability to utilize our deferred tax assets, we consider all available evidence, both positive and negative, in determining future taxable income on a jurisdiction by jurisdiction basis.

#### **Trends and Uncertainties Affecting Our Business**

We believe our operating and business performance is driven by various factors affecting airlines and their markets, trends affecting the broader travel industry and trends affecting the specific markets and customer base that we target. The following key factors may affect our future performance.

*Ability to Execute our Growth Strategy and Maintain or Grow Capacity.* Over recent years, we have pursued a high-growth strategy, which we expect to continue. Execution of such a strategy requires us to effectively deploy new flying into our network, as new routes or increased frequency of existing routes develop. New flying may not perform as well as expected or may result in a competitive reaction. Moreover, our growth strategy depends on the timely delivery of aircraft and engines in accordance with the intended delivery schedule in accordance with the applicable agreement. Delivery delays and engine performance issues, as we have experienced in recent years, may cause us to scale back our growth. Our growth strategy also relies in part on our ability to obtain additional facilities in airports, some of which are constrained, as well as additional flight crew, maintenance, and other personnel.

In addition, we pursue a high-growth strategy that expands revenue and maintains lower cost due to economies of scale and lower initial expense for aircraft and labor. Execution of such a strategy depends on the ability to maintain efficient utilization of existing capacity and the timely delivery of new aircraft and engines. In addition, we previously experienced aircraft operational reliability issues and delivery delays particularly regarding our PW1100G engine on our A320neo aircraft. Beginning in the second half of 2020, the A320neo aircraft fleet reliability had stabilized and the PW1100G engine technical issues had improved. However, beginning in the second half of 2022, we began experiencing reliability issues with the PW1100G engines once again resulting in diminished service availability of aircraft. Supply chain delivery issues and limited capacity at MRO shops available to service PW1100G engines have resulted in extended turnaround time to perform the modifications required to improve the reliability of these engines. These impacts are expected to continue throughout 2024 and beyond, until supply chain and engine MRO shop capacity returns to required levels to support our growth. In addition, in July 2023, Pratt & Whitney announced that it had determined that a rare condition in the powdered metal used to manufacture certain engine parts will require accelerated inspection of the GTF fleet, which powers the A320neo aircraft. As of December 31, 2023, we have removed five engines from service, three of which are currently awaiting induction for inspection. Pratt & Whitney notified us that all GTF engines in its fleet, including the engines slotted for future aircraft deliveries, for a yet to be determined period, may be subject to the removal and inspection, or replacement, of the powdered metal high-pressure turbine and compressor discs. We currently estimate these engines will require removal and inspection in 2024, but continuing through 2026. Lower capacity resulting from manufacturer or supplier issues may lead to a significant adverse impact on our financial position and results of operations.

Supply chain delivery issues and limited capacity at MRO shops available to service PW1100G engines have resulted in extended turnaround time to perform the modifications required to improve the reliability of these engines. The new generation

aircraft provide fuel burn and other efficiencies, as compared to the older A320ceo aircraft, and the ability to serve additional markets with greater operating range. However, ongoing or expanded reliability and delivery issues could materially impact our operations, revenues, costs and net results.

In addition to the effects of Pratt & Whitney GTF engine issues on our operations, we have experienced an overall increase in volatility in seasonality as well as a decrease in year over year unit revenue and persistently high fuel prices, which have negatively affected revenue and costs. Should these trends continue into the future, our operating results may be negatively impacted. As a result, we have assessed the impact of such trends on our liquidity requirements and expect to have sufficient liquidity to meet our future cash needs for the next twelve months with cash and cash equivalents, cash flows from operations, the implementation of discretionary cost reduction strategies, and other financing arrangements. We also expect to receive compensation from Pratt & Whitney for the loss of utilization of the GTF engines.

*Competition.* The airline industry is highly competitive. The principal competitive factors in the airline industry are fare pricing, total price, flight schedules, aircraft type, passenger amenities, number of routes served from a city, customer service, safety record, reputation, code-sharing relationships, loyalty programs and redemption opportunities. Price competition occurs on a market-by-market basis through price discounts, changes in pricing structures, fare matching, target promotions and loyalty program initiatives. Airlines typically use discount fares and other promotions to stimulate traffic during normally slower travel periods in efforts to maximize unit revenue. The prevalence of discount fares can be particularly acute when a competitor has excess capacity that it is under financial pressure to sell tickets.

Moreover, the network carriers have developed a fare-class pricing approach, in which a portion of available seats may be sold at or near ULCC prices, but without most product features available to their passengers paying at higher fare levels on the same flight. Broad fare discounting may have the effect of diluting the profitability of revenues of high-cost carriers but the fare-class approach may allow network carriers to continue offering a competitive price to ULCCs on some flights or routes, while maintaining higher pricing to their traditional constituencies of corporate and less price-sensitive travelers. Refer to “Risk Factors—Risks Related to Our Industry—We operate in an extremely competitive industry.”

*Seasonality and Volatility.* Our results of operations for any interim period are not necessarily indicative of those for the entire year because the air transportation business is subject to significant seasonal fluctuations. We generally expect demand to be greater in the second and third quarters compared to the rest of the year. The air transportation business is also volatile and highly affected by economic cycles and trends. Consumer confidence and discretionary spending, fear of terrorism or war, weakening economic conditions, fare initiatives, fluctuations in fuel prices, labor actions, changes in governmental regulations on taxes and fees, weather, outbreaks of pandemic or contagious diseases and other factors have resulted in significant fluctuations in revenues and results of operations in the past. We believe demand for business travel historically has been more sensitive to economic pressures than demand for low-price travel. Finally, a significant portion of our operations are concentrated in markets such as South Florida, the Caribbean, Latin America and the Northeast and northern Midwest regions of the United States, which are particularly vulnerable to weather, airport traffic constraints and other delays.

*Aircraft Fuel.* Fuel costs represents one of our largest operating expenses, as it does for most airlines. Fuel costs have been subject to wide price fluctuations in recent years. Fuel availability and pricing are also subject to refining capacity, periods of market surplus, and shortage and demand for heating oil, gasoline and other petroleum products, as well as meteorological, economic and political factors and events occurring throughout the world, which we can neither control nor accurately predict. We source a significant portion of our fuel from refining resources located in the southeast United States, particularly facilities adjacent to the Gulf of Mexico. Gulf Coast fuel is subject to volatility and supply disruptions, particularly in hurricane season when refinery shutdowns have occurred, or when the threat of weather-related disruptions has caused Gulf Coast fuel prices to spike above other regional sources. Our fuel hedging practices are dependent upon many factors, including our assessment of market conditions for fuel, our access to the capital necessary to support margin requirements, the pricing of hedges and other derivative products in the market, our overall appetite for risk and applicable regulatory policies. As of December 31, 2023, we had no outstanding jet fuel derivatives and we have not engaged in fuel derivative activity since 2015. The cost and future availability of jet fuel cannot be predicted with any degree of certainty.

*Labor.* The airline industry is heavily unionized. The wages, benefits and work rules of unionized airline industry employees are determined by CBAs. Relations between air carriers and labor unions in the United States are governed by the RLA. Under the RLA, CBAs generally contain “amendable dates” rather than expiration dates, subject to standard early opener provisions, and the RLA requires that a carrier maintain the existing terms and conditions of employment following the amendable date through a multi-stage and usually lengthy series of bargaining processes overseen by the NMB. This process continues until either the parties have reached agreement on a new CBA, or the parties have been released to “self-help” by the NMB. In most circumstances, the RLA prohibits strikes; however, after release by the NMB, carriers and unions are free to engage in self-help measures such as strikes and lockouts.

We have six union-represented employee groups comprising approximately 85% of our employees at December 31, 2023. Our pilots are represented by the Air Line Pilots Association, International, or ALPA, our flight attendants are represented by the Association of Flight Attendants, or AFA-CWA, our dispatchers are represented by the Professional Airline Flight Control Association, or PAFCA, our ramp service agents are represented by the International Association of Machinists and Aerospace Workers, or IAMAW and our passenger service agents are represented by the Transport Workers Union, or TWU. In addition, our aircraft maintenance technicians are represented by the Aircraft Mechanics Fraternal Association, or AMFA. The related collective bargaining agreement is currently under negotiation. Conflicts between airlines and their unions can lead to work slowdowns or stoppages.

During the fourth quarter of 2022, we reached an agreement with ALPA for a new two-year agreement, which was ratified by ALPA members on January 10, 2023. The ratified agreement includes increased pay rates and other enhanced benefits.

In February 2021, we entered into a Letter of Agreement with the AFA-CWA to change the amendable date of the collective bargaining agreement from May 4, 2021 to September 1, 2021. All other terms of the collective bargaining agreement remained the same. In June 2021, the AFA-CWA notified us, as required by the RLA, that it intended to submit proposed changes to the collective bargaining agreement covering our flight attendants. We commenced negotiations with the AFA-CWA on September 27, 2021. In February 2023, we reached an agreement with our flight attendants which was ratified by the flight attendants on April 13, 2023 and becomes amendable in January 2026. The ratified agreement includes increased pay rates and other enhanced benefits.

Our dispatchers are represented by the PAFCA. In October 2018, we reached a tentative agreement with PAFCA for a new five-year agreement, which was ratified by the PAFCA members in October 2018. In May 2023, PAFCA provided notice that it intends to amend its Collective Bargaining Agreement with our dispatchers. The parties began negotiating changes to the CBA on July 12, 2023. As of December 31, 2023, we continued to negotiate with PAFCA.

Our ramp service agents are represented by IAMAW. Representation only applies to our Fort Lauderdale station where we have direct employees in the ramp service agent classification. In February 2020, the IAMAW notified us, as required by the RLA, that it intended to submit proposed changes to the collective bargaining agreement covering our ramp service agents which became amendable in June 2020. On September 28, 2021, we filed an "Application for Mediation Services" with the NMB. We were able to reach a tentative agreement with the IAMAW with the assistance of the NMB on October 16, 2021. Our ramp service agents ratified the five-year agreement in November 2021.

In June 2018, our passenger service agents voted to be represented by the TWU, but the representation only applies to our Fort Lauderdale station where we have direct employees in the passenger service classification. We began meeting with the TWU in late October 2018 to negotiate an initial collective bargaining agreement. During February 2022, we reached a tentative agreement with the TWU. Our passenger service agents ratified the five-year agreement on February 21, 2022.

In August 2022, our AMTs voted to be represented by AMFA as their collective bargaining agent. In November 2022, AMFA notified us of its intent to negotiate a CBA and began negotiations. In October 2023, AMFA filed for mediation with the NMB, and we are currently waiting for mediation dates from the NMB to continue negotiating with AMFA.

We believe our CBAs provide us with competitive labor costs compared to other U.S.-based low-cost carriers. If we are unable to reach agreement with any of our unionized work groups in current or future negotiations regarding the terms of their CBAs, we may be subject to work interruptions or stoppages, such as the strike by our pilots in June 2010. A strike or other significant labor dispute with our unionized employees is likely to adversely affect our ability to conduct business. Any agreement we do reach could increase our labor and related expenses.

In 2010, the Patient Protection and Affordable Care Act was passed into law. This law may be repealed in its entirety or certain aspects may be changed or replaced. If the law is repealed or modified or if new legislation is passed, such action could potentially increase our operating costs, with healthcare costs increasing at a higher rate than our employee headcount.

*Maintenance Expense.* Maintenance expense grew through 2023 and 2022 mainly as a result of increased aircraft utilization compared to the prior year, a growing fleet and the gradual increase of required maintenance for the older aircraft in our fleet. As our fleet ages, we expect that maintenance costs will increase in absolute terms. The amount of total maintenance costs and related amortization of heavy maintenance (included in depreciation and amortization expense) is subject to many variables such as future utilization rates, average stage length, the interval between heavy maintenance events, the size and makeup of the fleet in future periods and the level of unscheduled maintenance events and their actual costs. Accordingly, we cannot reliably quantify future maintenance expenses for any significant period of time.

As a result of a majority of our fleet being acquired over a relatively short period of time, heavy maintenance scheduled on certain aircraft will overlap, meaning we will incur our most expensive scheduled maintenance obligations on certain aircraft at roughly the same time. These more significant maintenance activities will result in out-of-service periods during which our aircraft will be dedicated to maintenance activities and unavailable to fly revenue service. When accounting for maintenance expense under the deferral method, heavy maintenance is amortized over the shorter of either the remaining lease term or the next estimated heavy maintenance event. As a result, deferred maintenance events occurring closer to the end of the lease term will generally have shorter amortization periods than those occurring earlier in the lease term. This will create higher depreciation and amortization expense specific to any aircraft related to heavy maintenance during the final years of the lease as compared to earlier periods.

#### Critical Accounting Policies and Estimates

The following discussion and analysis of our financial condition and results of operations is based on our consolidated financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States. The preparation of these consolidated financial statements requires us to make estimates and judgments that affect the reported amount of assets and liabilities, revenues and expenses and related disclosures of contingent assets and liabilities at the date of our consolidated financial statements. For a detailed discussion of our significant accounting policies, refer to “Notes to Consolidated Financial Statements—1. Summary of Significant Accounting Policies.”

Critical accounting policies are defined as those policies that reflect significant judgments or estimates about matters both inherently uncertain and material to our financial condition or results of operations.

*Leased Aircraft Return Costs.* Our aircraft lease agreements often contain provisions that require us to return aircraft airframes and engines to the lessor in a certain condition or pay an amount to the lessor based on the airframe and engine's actual return condition. Lease return costs include all costs that would be incurred at the return of the aircraft, including costs incurred to repair the airframe and engines to the required condition as stipulated by the lease. Lease return costs are recognized beginning when it is probable that such costs will be incurred and they can be estimated. When costs become both probable and estimable, they are accrued as a component of supplemental rent, through the remaining lease term. We expensed \$14.0 million and \$16.5 million of supplemental rent recorded within aircraft rent during 2023 and 2022, respectively. Supplemental rent, recorded within aircraft rent expense, is primarily made up of probable and estimable return condition obligations and lease return costs adjustments for aircraft and engines purchased off lease.

When determining the need to accrue lease return costs, there are various factors which need to be considered such as the contractual terms of the lease agreement, current condition of the aircraft, the age of the aircraft at lease expiration, and projected number of hours run on the engine at the time of return, among others. In addition, typically near the lease return date, the lessors may allow reserves to be applied as return condition consideration or pass on certain return provisions if they do not align with their current plans to remarket the aircraft. As a result of the different factors listed above, management assesses the need to accrue lease return costs periodically throughout the year or whenever facts and circumstances warrant an assessment. Lease return costs will generally be estimable closer to the end of the lease term but may be estimable earlier in the lease term depending on the contractual terms of the lease agreement and the timing of maintenance events for a particular aircraft. We expect lease return costs will increase as individual aircraft lease agreements approach their respective termination dates and we begin to accrue the estimated cost of return conditions for the corresponding aircraft. Upon a termination of the lease due to a breach by us, we would be liable for standard contractual damages, possibly including damages suffered by the lessor in connection with remarketing the aircraft or while the aircraft is not leased to another party.

#### Results of Operations

In 2023, we generated operating revenues of \$5,362.5 million and had an operating loss of \$495.8 million resulting in a negative operating margin of 9.2% and a net loss of \$447.5 million. In 2022, we generated operating revenues of \$5,068.4 million and had an operating loss of \$598.9 million, resulting in a negative operating margin of 11.8% and a net loss of \$554.2 million. The increase in operating revenues, year over year, is primarily due to an increase in traffic of 13.7%, year over year, partially offset by a decrease in average yield of 7.0%, year over year. Increased salaries, wages and benefits expense and aircraft rent expense compared to the prior year period, primarily contributed to higher operating expenses. In addition, increased operations resulted in higher operating expenses across the board.

As of December 31, 2023, our cash and cash equivalents was \$865.2 million, a decrease of \$481.1 million compared to the prior year. Cash and cash equivalents is generally driven by cash from our operating activities as well as capital from debt and equity financings, offset by cash used to fund PDPs and capital expenditures and principal payments related to our long-

term debt. In addition to cash and cash equivalents, as of December 31, 2023, we had \$112.5 million in short-term investment securities.

### **Comparative Operating Statistics**

The following tables set forth our operating statistics for the twelve month periods ended December 31, 2023 and 2022:

	<b>Twelve Months Ended December 31,</b>		<b>Percent Change</b>
	<b>2023</b>	<b>2022</b>	
<b>Operating Statistics (unaudited) (A):</b>			
Average aircraft	199.5	180.7	10.4 %
Aircraft at end of period	205	194	5.7 %
Average daily aircraft utilization (hours)	11.1	10.7	3.7 %
Average stage length (miles)	1,007	1,013	(0.6)%
Departures	297,900	261,079	14.1 %
Passenger flight segments (PFSs) (thousands)	44,105	38,463	14.7 %
Revenue passenger miles (RPMs) (thousands)	45,243,787	39,775,253	13.7 %
Available seat miles (ASMs) (thousands)	55,665,561	48,567,978	14.6 %
Load factor (%)	81.3 %	81.9 %	(0.6) pts
Fare revenue per passenger flight segment (\$)	53.01	63.85	(17.0)%
Non-ticket revenue per passenger flight segment (\$)	68.57	67.93	0.9 %
Total revenue per passenger flight segment (\$)	121.58	131.78	(7.7)%
Average yield (cents)	11.85	12.74	(7.0)%
TRASM (cents)	9.63	10.44	(7.8)%
CASM (cents)	10.52	11.67	(9.9)%
Adjusted CASM (cents)	10.33	10.71	(3.5)%
Adjusted CASM ex-fuel (cents)	7.06	6.73	4.9 %
Fuel gallons consumed (thousands)	591,796	527,290	12.2 %
Average fuel cost per gallon (\$)	3.08	3.66	(15.8)%

(A) See "Glossary of Airline Terms" elsewhere in this annual report for definitions used in this table.

## Operating Revenues

	Year Ended 2023	% change 2023 versus 2022	Year Ended 2022
Operating revenues:			
Fare (thousands)	\$ 2,338,191	(4.8)%	\$ 2,455,817
Non-fare (thousands)	<u>2,929,970</u>	15.6%	<u>2,533,548</u>
Passenger (thousands)	5,268,161	5.6%	4,989,365
Other (thousands)	94,388	19.4%	79,082
Total operating revenue (thousands)	<u>\$ 5,362,549</u>	5.8%	<u>\$ 5,068,447</u>
Total operating revenue per ASM (TRASM) (cents)	9.63	(7.8)%	10.44
Fare revenue per passenger flight segment	\$ 53.01	(17.0)%	\$ 63.85
Non-ticket revenue per passenger flight segment	68.57	0.9%	67.93
Total revenue per passenger flight segment	<u>\$ 121.58</u>	(7.7)%	<u>\$ 131.78</u>

Operating revenues increased by \$294.1 million, or 5.8%, to \$5,362.5 million in 2023 compared to 2022, primarily due to an increase in traffic of 13.7%, partially offset by a decrease in average yield of 7.0%, year over year.

TRASM for 2023 was 9.63 cents, a decrease of 7.8% compared to 2022. This decrease was primarily a result of a 7.0% decrease in operating yield, year over year.

Total revenue per passenger flight segment decreased 7.7% from \$131.78 in 2022 to \$121.58 in 2023. The decrease in total revenue per passenger flight segment was primarily due to a decrease of 7.0% in average yield, year over year. Fare revenue per passenger flight segment decreased 17.0%, as compared to the prior year period, while non-ticket revenue per passenger flight segment increased slightly by 0.9%, as compared to the prior year period.

## Operating Expenses

Since adopting our ULCC model, we have continuously sought to reduce our unit operating costs and have created one of the industry's lowest cost structures in the United States. The table below presents our unit operating costs (CASM) and year-over-year changes.

	Year Ended 2023	Change 2023 versus 2022		Year Ended 2022
	CASM	Per-ASM Change	Percent change	CASM
Operating expenses:				
Aircraft fuel	\$3.27	\$(0.70)	(17.6)%	\$3.97
Salaries, wages and benefits	2.90	0.32	12.4	2.58
Landing fees and other rentals	0.73	0.01	1.4	0.72
Aircraft rent	0.68	0.10	17.2	0.58
Depreciation and amortization	0.58	(0.06)	(9.4)	0.64
Maintenance, materials and repairs	0.40	0.01	2.6	0.39
Distribution	0.34	(0.03)	(8.1)	0.37
Special charges (credits)	0.12	(0.75)	NM	0.87
Loss on disposal of assets	0.06	(0.04)	NM	0.10
Other operating expenses	1.42	(0.04)	(2.7)	1.46
Total operating expense				
CASM	10.52	(1.15)	(9.9)	11.67
Adjusted CASM (1)	10.33	(0.38)	(3.5)	10.71
Adjusted CASM ex fuel (2)	7.06	0.33	4.9	6.73

(1) Reconciliation of CASM to Adjusted CASM:

	Year Ended December 31,			
	2023		2022	
	(in millions)	Per ASM	(in millions)	Per ASM
CASM (cents)		10.52		11.67
Less:				
Special charges (credits)	\$ 69.5	0.12	\$ 420.2	0.87
Loss on disposal of assets	34.0	0.06	46.6	0.10
Litigation loss contingency	6.0	0.01	—	—
Adjusted CASM (cents)		<u><u>10.33</u></u>		<u><u>10.71</u></u>

(2) Excludes aircraft fuel expense, loss on disposal of assets, special charges (credits) and a litigation loss contingency recorded in the second quarter of 2023.

Operating expenses increased by \$190.9 million, or 3.4%, in 2023 primarily due to an increase in salaries, wages and benefits expense, aircraft rent expense, other operating expense and landing fees and other rents expense, compared to the prior year period. In addition, we had an increase in operations, as reflected by a 13.7% increase in traffic and a 14.6% increase in capacity, as a result of increased travel demand as compared to the prior year. These increases were offset by decreases in special charges, period over period, as well as a decrease of 15.8% in fuel price per gallon, of which contributed to a \$108.8 million decrease in aircraft fuel expense, period over period.

Our Adjusted CASM ex-fuel for the twelve months ended December 31, 2023 was 7.06 cents, as compared to 6.73 cents for the twelve months ended December 31, 2022. The increase on a per-ASM basis was primarily due to increases in salaries, wages and benefits expense and aircraft rent expense, partially offset by a decrease in depreciation and amortization expense.

Aircraft fuel expenses includes both into-plane expense (as defined below) and realized and unrealized net gains or losses from fuel derivatives, if any. Into-plane fuel expense is defined as the price that we generally pay at the airport, including taxes and fees. Into-plane fuel prices are affected by the global oil market, refining costs, transportation taxes and fees, which can vary by region in the United States and other countries where we operate. Into-plane fuel expense approximates cash paid to the supplier and does not reflect the effect of any fuel derivatives. We had no activity related to fuel derivative instruments during 2023 and 2022.

Aircraft fuel expense decreased by 5.6% from \$1,930.0 million in 2022 to \$1,821.2 million in 2023. This decrease was due to a 15.8% decrease in fuel price per gallon, partially offset by a 12.2% increase in fuel gallons consumed.

The elements of the changes in aircraft fuel expense are illustrated in the following table:

	Twelve Months Ended December 31,		Percent Change
	2023	2022	
	(in thousands, except per-gallon amounts)		
Fuel gallons consumed	591,796	527,290	12.2 %
Into-plane fuel cost per gallon	\$ 3.08	\$ 3.66	(15.8) %
<b>Aircraft fuel expense (per consolidated statements of operations)</b>	<b>\$ 1,821,165</b>	<b>\$ 1,929,969</b>	<b>(5.6)%</b>

Gulf Coast Jet indexed fuel is the basis for a substantial majority of our fuel consumption and is impacted by both the price of crude oil as well as increases or decreases in refining margins associated with the conversion of crude oil to jet fuel.

Salaries, wages and benefits expense in 2023 increased by \$365.6 million, or 29.2%, compared to 2022. This increase on a dollar and per-ASM basis was primarily driven by higher salaries, vacation-time expense, 401(k) expense and crew overtime. These increases were mainly driven by contractual pay rate increases related to the collective bargaining agreements with our pilots and flight attendants ratified in January 2023 and April 2023, respectively. In addition, these increases were driven by a 16.4% increase in our pilot and flight attendant workforce, period over period, as well as an increase in operations as compared to the prior year period. The increase in salaries, wages and benefits expense is also due to an increase in health insurance expense, mainly driven by higher volume of claims.

Landing fees and other rents for 2023 increased by \$61.0 million, or 17.6%, compared to 2022. On a dollar basis, landing fees and other rents expense primarily increased as a result of an increase in facility rent, landing fees and station baggage rent, driven by increased operations, higher rent rates and the addition of new stations as well as new gates at our existing stations,

period over period. Gate charges, landing fees, as well as a portion of facility rent and station baggage rent are variable in nature and vary based on factors such as the number of departures and passengers. As compared to the prior year period, departures increased by 14.1% and passenger flight segments increased by 14.7%. On a per-ASM basis, landing fees and other rents remained relatively consistent, period over period.

Aircraft rent expense in 2023 increased by \$98.8 million, or 35.0%, compared to 2022. This increase in aircraft rent expense was primarily due to an increase in the number of aircraft financed under operating leases throughout the current period, as compared to the prior year period. The increase on a dollar and per-ASM basis in aircraft rent expense was primarily due to an increase in the number of aircraft financed under operating leases throughout the current period, as compared to the prior year period. Since 2022, we have recorded 29 new operating leases related to new and previously owned aircraft.

Depreciation and amortization increased by \$7.8 million, or 2.5%, compared to the prior year. The increase in depreciation and amortization expense on a dollar basis was primarily driven by an increase in spare engines and computer software, as well as amortization of new engine overhauls capitalized in the period. Since 2022, we have taken delivery of four spare engines purchased with cash. This increase was partially offset by a decrease in depreciation and amortization expense in the current period, as a result of the impact of the impairment of 29 of our A319 aircraft associated with the decision to accelerate their retirement during the fourth quarter of 2022 and the sale of 12 A319 airframes and 20 A319 engines during the twelve months ended December 31, 2023. On a per-ASM basis, depreciation and amortization expense decreased due to a change in the composition of our aircraft fleet between purchased aircraft (for which depreciation expense is recorded under depreciation and amortization) and leased aircraft (for which rent expense is recorded under aircraft rent). Since the prior year period, we have taken delivery of 23 new leased aircraft, which increased capacity but had no effect on depreciation expense.

We account for heavy maintenance under the deferral method. Under the deferral method, the cost of heavy maintenance is capitalized and amortized as a component of depreciation and amortization expense in the consolidated statements of operations until the earlier of the next heavy maintenance event or end of the lease term. The amortization of heavy maintenance costs was \$79.8 million and \$96.7 million for the year ended December 31, 2023 and 2022, respectively. The decrease in amortization of heavy maintenance costs, period over period, was primarily related to the impact of the impairment of 29 of our A319 aircraft, including the related net capitalized maintenance, associated with the decision to accelerate their retirement during the fourth quarter of 2022. However, as our fleet continues to age, we expect that the amount of deferred heavy maintenance events will increase and will result in an increase in the amortization of those costs. If the amortization of heavy maintenance events were recorded within maintenance, materials and repairs expense in the consolidated statements of operations, our maintenance, materials and repairs expense would have been \$303.1 million and \$284.5 million for the year ended December 31, 2023 and 2022, respectively.

Maintenance, materials and repairs expense increased by \$35.5 million, or 18.9%, in 2023, as compared to 2022. The increase on a dollar basis was mainly due to a higher volume of aircraft and rotatable maintenance events as a result of a 14.1% increase in departures in the current period as compared to the prior year period. On a per-ASM basis, maintenance, materials and repairs expense remained relatively stable since the prior year period.

Distribution expense increased by \$13.3 million, or 7.5%, in 2023, compared to 2022. The increase on a dollar was primarily due to increased sales volume as well as an increase in credit card fee rates, which impacts our variable distribution costs such as credit card fees. On a per-ASM basis, distribution costs decreased primarily due to lower average fare resulting in a decrease in credit card fees, year over year, and also due to a decrease in sales from third-party travel agents.

Special charges (credits) for the year ended 2023 consisted of \$50.0 million in legal, advisory and other fees related to the Merger Agreement with JetBlue, as well as \$19.5 million related to the retention award program in connection with the Merger Agreement with JetBlue. Special charges (credits) for the year ended 2022 consisted of \$333.7 million in impairment charges related to the purchase agreement to sell 29 of our A319 aircraft, \$47.2 million in legal, advisory and other fees related to the Former Frontier Merger Agreement, JetBlue's unsolicited proposal to acquire all of our outstanding shares in an all-cash transaction and the JetBlue Merger Agreement as well as \$39.3 million related to our retention award programs. For additional information, refer to "Notes to Consolidated Financial Statements — 4. Special Charges and Credits."

Loss on disposal of assets totaled \$34.0 million for the year ended 2023. This loss on disposal of assets primarily consisted of a \$32.1 million loss related to the 6 aircraft sale-leaseback transactions (on existing aircraft), a net loss of \$1.6 million related to the sale of 12 A319 airframes and 20 A319 engines as well as a \$3.3 million loss primarily related to the disposal of obsolete assets, partially offset by a net gain of \$3.0 million related to 10 aircraft sale-leaseback transactions related to new aircraft deliveries completed during the twelve months ended December 31, 2023. Loss on disposal of assets totaled \$46.6 million for the year ended 2022. This loss on disposal of assets primarily consisted of \$38.5 million related to the loss on 16 aircraft sale-leaseback transactions completed during 2022 and \$6.6 million related to the impairment of 1 spare engine during the first quarter of 2022 which was damaged beyond economic repair.

Other operating expenses in 2023 increased by \$81.0 million, or 11.4%, compared to 2022. The increase in other operating expenses on a dollar basis was primarily due to an increase in ground handling expense, software maintenance, travel and lodging expense and other airport services expense, period over period, primarily as a result of an increase in operations. As compared to the prior year period, departures increased by 14.1%, and we had 14.7% more passenger flight segments, which drove increases in variable other operating expenses. Additionally, we recorded a litigation loss contingency of \$6.0 million in the second quarter of 2023. These increases were offset by a decrease in passenger reaccommodation expense, period over period, related to a number of adverse weather events and increases in air traffic control programs and restrictions, which led to a significant number of flight delays and cancellations during the first half of 2022. In addition, these increases were partially offset by engine credits earned in the current period. On a per-ASM basis, other operating expenses decreased primarily due to a decrease in passenger reaccommodation expense compared to the prior year period as well as engine credits earned in the period, partially offset by an increase in software maintenance.

#### **Other (Income) Expense**

Other (income) expense, net decreased from \$101.8 million in 2022 to \$62.8 million in 2023, was primarily driven by an increase in interest income of \$41.6 million as well as an increase in gain on extinguishment of debt of \$15.4 million, recognized from favorable interest rate swap provisions contained in certain debt agreements extinguished during the fourth quarter of 2023, and partially offset by the write-off of related deferred financing costs. The increase in interest income was primarily due to an increase in interest rates as compared to the prior year period. These increases in interest income and gain on extinguishment of debt were partially offset by an increase in interest expense of \$29.3 million, which was primarily due to the increase in interest and accretion, year over year, as a result of the additional \$600.0 million 8.00% senior secured notes incurred during the fourth quarter 2022.

#### **Income Taxes**

In 2023, our effective tax rate was 19.9% compared to 20.9% in 2022. While we expect our tax rate to be fairly consistent in the near term, it will tend to vary depending on recurring items such as the amount of income we earn in each state and the state tax rate applicable to such income. Discrete items particular to a given year may also affect our effective tax rates.

#### **Liquidity and Capital Resources**

Our primary sources of liquidity generally include cash on hand, cash provided by operations and capital from debt and equity financing. Primary uses of liquidity are for working capital needs, capital expenditures, aircraft and engine pre-delivery deposit payments ("PDPs") and debt and lease obligations. We expect to meet our cash needs for the next twelve months with cash and cash equivalents, cash flows from operations, the implementation of discretionary cost reduction strategies and other financing arrangements. As of December 31, 2023, we had \$1,277.7 million in liquid assets comprised of unrestricted cash and cash equivalents, short-term investment securities and funds available under our revolving credit facility. From time to time and subject to market conditions and any applicable contractual requirements, we may refinance portions of our debt, including our 2025 maturities, which, at current interest rates and market conditions, may negatively impact our interest expense or result in higher dilution. In addition, from time to time, we may decide to repurchase or otherwise retire portions of our existing indebtedness through transactions in the open market, privately negotiated transactions, tender offers, exchange offers or otherwise, or we may redeem or prepay portions of our existing indebtedness pursuant to its terms. Any such action will depend on market conditions and any applicable contractual requirements.

As of December 31, 2023, we had \$25.1 million recorded within current maturities of long-term debt and finance leases on our consolidated balance sheets related to our convertible notes due 2025. As of December 31, 2023, the convertible notes due 2025 may be converted by noteholders through March 31, 2024. During the first quarter of 2023, \$0.3 million of our convertible notes due 2025 were converted to 27,204 shares of our voting common stock. Refer to “Notes to Consolidated Financial Statements—13. Debt and Other Obligations,” for additional information.

As of December 31, 2023, we had \$472.6 million, net of the related unamortized debt discount of \$27.4 million, recorded within long-term debt, net and finance leases, less current maturities on our consolidated balance sheets related to our convertible notes due 2026. As of December 31, 2023, the convertible notes due 2026 did not qualify for conversion by noteholders through March 31, 2024. Refer to “Notes to Consolidated Financial Statements—13. Debt and Other Obligations” for additional information.

Currently, one of our largest capital expenditure needs is funding the acquisition costs of our aircraft. Aircraft are acquired through debt financing, cash purchases, direct leases or sale-leaseback transactions. During the twelve months ended December 31, 2023, we took delivery of 13 aircraft under direct operating leases, 10 aircraft under sale-leaseback transactions and 4 spare engines purchased with cash. During the twelve months ended December 31, 2023, we made \$730.1 million in debt payments (principal, interest and fees) on our outstanding aircraft debt obligations.

Under our purchase agreements for aircraft and engines, we are required to pay PDPs relating to future deliveries at various times prior to each delivery date. During 2023, we paid \$23.2 million in PDPs, net of refunds, and \$21.9 million of capitalized interest for future deliveries of aircraft and spare engines. As of December 31, 2023, we had \$480.7 million of pre-delivery deposits on flight equipment, including capitalized interest, on our consolidated balance sheet.

As of December 31, 2023, we had secured financing for 22 aircraft to be leased directly from third-party lessors, scheduled for delivery through 2025, and 18 aircraft which will be financed through sale-leaseback transactions, scheduled for delivery through 2025. As of December 31, 2023, we did not have financing commitments in place for the remaining 81 Airbus firm aircraft orders, scheduled for delivery through 2029. However, we have signed a financing letter of agreement with Airbus which provides backstop financing for a majority of the aircraft included in the A320 NEO Family Purchase Agreement. The agreement provides a standby credit facility in the form of senior secured mortgage debt financing. Future aircraft deliveries may be paid in cash, leased or otherwise financed based on market conditions, our prevailing level of liquidity, and capital market availability.

As of December 31, 2023, we were compliant with our credit card processing agreements, and not subject to any credit card holdbacks. The maximum potential exposure to cash holdbacks by our credit card processors, based upon advance ticket sales and Spirit Saver<sup>®</sup> Club<sup>®</sup> memberships, as of December 31, 2023 and December 31, 2022, was \$408.3 million and \$468.5 million, respectively.

During the fourth quarter of 2023, we early extinguished \$323.3 million of outstanding fixed-rate term loans on 16 of our aircraft. In connection with this debt extinguishment, we received \$17.8 million related to favorable interest rate swap provisions contained in the debt agreements associated with these fixed-rate term loans. This amount was recorded within loss (gain) on extinguishment of debt on our consolidated statement of operations for the twelve months ended December 31, 2023. In addition, during December 2023, we completed 20 sale-leaseback transactions (on aircraft we previously owned) of which, 6 resulted in operating leases and 14 would have been deemed finance leases resulting in failed sale-leaseback transactions. Refer to “Notes to Consolidated Financial Statements—Note 14”, Leases for additional information on the 20 sale-leaseback transactions.

*Net Cash Flows Provided (Used) By Operating Activities.* Operating activities in 2023 used \$246.7 million in cash compared to \$89.0 million used in 2022. Cash used by operating activities during 2023 was primarily related to the net loss in the period as well as an increase in deferred heavy maintenance and a decrease in deferred income tax benefit in the period. The cash used in the period was partially offset by higher non-cash expense of depreciation and amortization, as well as increases in other liabilities and air traffic liability.

Operating activities in 2022 used \$89.0 million in cash compared to \$208.9 million provided in 2021. Cash used by operating activities during 2022 was primarily related to the net loss in the period as well as an increase in deferred heavy maintenance and a decrease in deferred income tax benefit in the period. The cash used in the period was partially offset by higher non-cash expense of fixed asset impairment and depreciation and amortization, as well as increases in other liabilities and air traffic liability.

*Net Cash Flows Used In Investing Activities.* During 2023, investing activities used \$36.5 million, compared to \$265.4 million used in 2022. The cash used was mainly driven by the purchase of property, plant and equipment, partially offset by proceeds from the sale of property, plant and equipment.

During 2022, investing activities used \$265.4 million, compared to \$352.4 million used in 2021. The cash used was mainly driven by the purchase of property, plant and equipment.

*Net Cash Provided (Used) By Financing Activities.* During 2023, financing activities used \$198.0 million. Cash used was mainly driven by cash payments on debt obligations and payments to extinguish debt early, partially offset by the proceeds of the issuance of long-term debt. Refer to "Notes to Consolidated Financial Statements —13. Debt and Other Obligations" for additional information.

During 2022, financing activities provided \$391.3 million. During the twelve months ended December 31, 2022, we received \$591.0 million, net, related to the issuance of the 8.00% Additional Notes due 2025, partially offset by \$193.0 million in payments on debt obligations. Refer to "Notes to Consolidated Financial Statements —13. Debt and Other Obligations" for additional information.

#### **Commitments and Contractual Obligations**

Our contractual purchase commitments consist primarily of aircraft and engine acquisitions through manufacturers and aircraft leasing companies. As of December 31, 2023, our firm aircraft orders consisted of 99 A320 family aircraft with Airbus, including A320neos and A321neos, with deliveries expected through 2029. On July 31, 2023, we entered into Amendment No. 6 (the "Amendment") to the Airbus Purchase Agreement. The Amendment converts the A319neo aircraft to be delivered under the Airbus Purchase Agreement to A321neo aircraft. The Amendment also (i) defers certain A320neo aircraft deliveries from 2024 to 2025 and later years, (ii) extends delivery dates for certain A320neo and A321neo aircraft deliveries from 2025-2027 to 2025-2029 and (iii) adjusts the timing of option aircraft delivery dates from 2026-2028 to 2027-2029. In addition, the Amendment creates a more equal distribution of aircraft deliveries and option rights across the delivery periods. As of December 31, 2023, we had secured financing for 18 aircraft, scheduled for delivery from Airbus from through 2025, which will be financed through sale-leaseback transactions. The contractual purchase amounts for these aircraft from Airbus are included within the flight equipment purchase obligations in the table below. We did not have financing commitments in place for the remaining 81 Airbus aircraft currently on firm order, which are scheduled for delivery through 2029. However, we have signed a financing letter of agreement with Airbus which provides backstop financing for a majority of the aircraft included in the A320 NEO Family Purchase Agreement. The agreement provides a standby credit facility in the form of senior secured mortgage debt financing.

During the third quarter of 2021, we entered into an Engine Purchase Support Agreement which requires us to purchase a certain number of spare engines in order to maintain a contractual ratio of spare engines to aircraft in the fleet. As of December 31, 2023, we are committed to purchase 19 PW1100G-JM spare engines, with deliveries through 2029.

During the third quarter of 2019, the United States announced its decision to levy tariffs on certain imports from the European Union, including commercial aircraft and related parts. These tariffs include aircraft and other parts that we are already contractually obligated to purchase including those reflected below. In June 2021, the United States Trade Representative announced that the United States and European Union had agreed to suspend reciprocal tariffs on large civilian aircraft for five years, pending discussions to resolve their trade dispute. For further discussion on this topic, please refer to "Risk Factors - Risks Related to Our Business - Any tariffs imposed on commercial aircraft and related parts imported from outside the United States may have a material adverse effect on our fleet, business, financial condition and our results of operations."

In addition to the aircraft purchase agreement, as of December 31, 2023, we had secured financing for 22 aircraft to be leased directly from third-party lessors, scheduled for delivery through 2025. Aircraft rent commitments for future aircraft deliveries to be financed under these direct leases from third-party lessors and sale-leaseback transactions are expected to be approximately \$72.4 million in 2024, \$167.8 million in 2025, \$183.3 million in 2026, \$183.3 million in 2027, \$183.3 million in 2028 and \$1,409.3 million in 2029 and beyond. These future commitments are not included in the table below.

We have significant obligations for aircraft and spare engines as we had 132 leased aircraft, of which 117 aircraft were financed under operating leases and 15 aircraft would have been deemed finance leases resulting in failed sale-leaseback transactions, and 6 spare engines were financed under operating leases. Aircraft rent payments were \$389.6 million and \$286.0 million for 2023 and 2022, respectively, for aircraft which were financed under operating leases. Aircraft rent payments were \$6.5 million and \$4.3 million for 2023 and 2022, respectively, for aircraft which would have been deemed finance leases resulting in failed sale-leaseback transactions. Refer to "Notes to Consolidated Financial Statements—13. Debt and Other Obligations" and "Notes to Consolidated Financial Statements—14. Leases" for additional information.

We have contractual obligations and commitments primarily with regard to future purchases of aircraft and engines, payment of debt and lease arrangements. The following table discloses aggregate information about our contractual obligations as of December 31, 2023 and the periods in which payments are due (in millions):

	Total	2024	2025 - 2026	2027 - 2028	2029 and beyond
Long-term debt (1)	\$ 3,439	\$ 305	\$ 1,934	\$ 403	\$ 797
Interest and fee commitments (2)	744	177	236	119	212
Finance and operating lease obligations	5,741	453	844	761	3,683
Flight equipment purchase obligations (3)	5,620	508	2,053	2,135	924
Other (4)	131	65	46	20	—
<b>Total future payments on contractual obligations</b>	<b>\$ 15,675</b>	<b>\$ 1,508</b>	<b>\$ 5,113</b>	<b>\$ 3,438</b>	<b>\$ 5,616</b>

- (1) Includes principal only associated with our 8.00% senior secured notes, fixed-rate loans (includes failed sale-leaseback transactions), unsecured term loans, Class A and Class B Series 2015-1 EETCs, Class AA, Class A and Class B Series 2017-1 EETCs, convertible notes and our revolving credit facilities. Refer to "Notes to Consolidated Financial Statements—13. Debt and Other Obligations."
- (2) Related to our 8.00% senior secured notes, fixed-rate loans (includes failed sale-leaseback transactions), unsecured term loans and Class A and Class B Series 2015-1 EETCs, and Class AA, Class A and Class B Series 2017-1 EETCs and convertible debt. Includes interest accrued as of December 31, 2023 related to our variable-rate revolving credit facility.
- (3) Includes estimated amounts for contractual price escalations and PDPs.
- (4) Primarily related to our new headquarters campus and residential building, reservation system and other miscellaneous subscriptions and services. Refer to "Notes to Consolidated Financial Statements—17. Commitments and Contingencies."

During the fourth quarter of 2019, we purchased an 8.5-acre parcel of land for \$41.0 million and entered into a 99-year lease agreement for the lease of a 2.6-acre parcel of land, in Dania Beach, Florida, where we are building a new headquarters campus. During the first quarter of 2022, we began building our new headquarters campus with an expected completion during the first quarter of 2024. Operating lease commitments related to this lease are included in the table above under the caption "Finance and operating lease obligations." For more detailed information, please refer to "Notes to Consolidated Financial Statements—14. Leases."

#### Off-Balance Sheet Arrangements

As of December 31, 2023 and 2022, we had a line of credit for \$20.1 million and \$20.1 million, respectively, related to corporate credit cards. As of December 31, 2023 and 2022, we had drawn \$1.5 million and \$1.8 million, respectively, which is included within accounts payable on our consolidated balance sheets.

As of December 31, 2023, we had lines of credit with counterparties for both physical fuel delivery and derivatives, if any, in the amount of \$25.0 million. As of December 31, 2023, we had not drawn on these lines of credit for physical fuel delivery. We are required to post collateral for any excess above the lines of credit if the derivatives, if any, are in a net liability

position and make periodic payments in order to maintain an adequate undrawn portion for physical fuel delivery. As of December 31, 2023, we did not hold any derivatives.

As of December 31, 2023, we had \$13.0 million in uncollateralized surety bonds and \$85.0 million standby letters of credit collateralized by \$75.0 million of restricted cash, representing an off balance-sheet commitment, of which \$55.9 million were issued letters of credit.

## GLOSSARY OF AIRLINE TERMS

Set forth below is a glossary of industry terms:

“Adjusted CASM” means operating expenses, excluding loss on disposal of assets, special charges (credits) and a litigation loss contingency recorded in the second quarter of 2023, divided by ASMs.

“Adjusted CASM ex fuel” means operating expenses excluding aircraft fuel expense, loss on disposal of assets, special charges (credits) and a litigation loss contingency recorded in the second quarter of 2023, divided by ASMs.

“AFA-CWA” means the Association of Flight Attendants-CWA.

“Air traffic liability” or “ATL” means the value of tickets sold in advance of travel.

“ALPA” means the Air Line Pilots Association, International.

“AMFA” means the Aircraft Mechanics Fraternal Association.

“ASIF” means an Aviation Security Infrastructure Fee assessed by the TSA on each airline.

“Available seat miles” or “ASMs” means the number of seats available for passengers multiplied by the number of miles the seats are flown, also referred to as “capacity.”

“Average aircraft” means the average number of aircraft in our fleet as calculated on a daily basis.

“Average daily aircraft utilization” means block hours divided by number of days in the period divided by average aircraft.

“Average fuel cost per gallon” means total aircraft fuel expense divided by the total number of fuel gallons consumed.

“Average stage length” represents the average number of miles flown per flight.

“Average yield” means average operating revenue earned per RPM, calculated as total revenue divided by RPMs, also referred to as “passenger yield.”

“Block hours” means the number of hours during which the aircraft is in revenue service, measured from the time of gate departure before take-off until the time of gate arrival at the destination.

“CASM” or “unit costs” means operating expenses divided by ASMs.

“CBA” means a collective bargaining agreement.

“CBP” means United States Customs and Border Protection.

“DOT” means the United States Department of Transportation.

“EETC” means enhanced equipment trust certificate.

“EPA” means the United States Environmental Protection Agency.

“FAA” means the United States Federal Aviation Administration.

“Fare revenue per passenger flight segment” means total fare passenger revenue divided by passenger flight segments.

“FCC” means the United States Federal Communications Commission.

“FLL Airport” means the Fort Lauderdale Hollywood International Airport.

“GDS” means Global Distribution System (e.g., Amadeus, Galileo, Sabre and Worldspan).

“IAMAW” means the International Association of Machinists and Aerospace Workers.

“Into-plane fuel cost per gallon” means into-plane fuel expense divided by number of fuel gallons consumed.

“Into-plane fuel expense” represents the cost of jet fuel and certain other charges such as fuel taxes and oil.

“Load factor” means the percentage of aircraft seats actually occupied on a flight (RPMs divided by ASMs).

“NMB” means the National Mediation Board.

“Non-ticket revenue” means total non-fare passenger revenue and other revenue.

“Non-ticket revenue per passenger flight segment” means total non-fare passenger revenue and other revenue divided by passenger flight segments.

“OTA” means Online Travel Agent (e.g., Orbitz and Travelocity).

“PAFCA” means the Professional Airline Flight Control Association.

“Passenger flight segments” means the total number of passengers flown on all flight segments.

“PDP” means pre-delivery deposit payment.

“Revenue passenger mile” or “RPM” means one revenue passenger transported one mile. RPMs equals revenue passengers multiplied by miles flown, also referred to as “traffic.”

“RLA” means the United States Railway Labor Act.

“Total operating revenue per ASM,” “TRASM” or “unit revenue” means operating revenue divided by ASMs.

“TWU” means the Transport Workers Union of America.

“TSA” means the United States Transportation Security Administration.

“ULCC” means “ultra low-cost carrier.”

## **ITEM 7A. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

### **Market Risk-Sensitive Instruments and Positions**

We are subject to certain market risks, including commodity prices (specifically aircraft fuel) and interest rates. We purchase the majority of our jet fuel at prevailing market prices and seek to manage market risk through execution of our hedging strategy and other means. However, we do not currently hold any derivative financial instruments. We have market-sensitive instruments in the form of fixed-rate debt instruments. The adverse effects of changes in these markets could pose a potential loss as discussed below. The sensitivity analysis provided below does not consider the effects that such adverse changes may have on overall economic activity, nor does it consider additional actions we may take to mitigate our exposure to such changes. Actual results may differ.

*Aircraft Fuel.* Our results of operations can vary materially due to changes in the price and availability of aircraft fuel. Aircraft fuel expense for the years ended December 31, 2023, represented approximately 31.1% of our operating expenses. Volatility in aircraft fuel prices or a shortage of supply could have a material adverse effect on our operations and operating results. We source a significant portion of our fuel from refining resources located in the southeast United States, particularly facilities adjacent to the Gulf of Mexico. Gulf Coast fuel is subject to volatility and supply disruptions, particularly during hurricane season when refinery shutdowns have occurred, or when the threat of weather-related disruptions has caused Gulf Coast fuel prices to spike above other regional sources. Gulf Coast Jet indexed fuel is the basis for a substantial majority of our fuel consumption. Based on our annual fuel consumption, a hypothetical 10% increase in the average price per gallon of aircraft fuel would have increased into-plane aircraft fuel cost for 2023 by \$182.1 million.

*Interest Rates.* We have market risk associated with our short-term investment securities, which had a fair market value of \$112.5 million as of December 31, 2023.

*Fixed-Rate Debt.* As of December 31, 2023, we had \$1,667.7 million outstanding in fixed-rate debt related to 41 Airbus A320 aircraft and 30 Airbus A321 aircraft, which had a fair value of \$1,611.1 million. In addition, as of December 31, 2023, we had \$1,110.0 million and \$136.3 million outstanding in fixed-rate debt related to our 8.00% senior secured notes and our unsecured term loans, respectively, which had fair values of \$1,121.9 million and \$128.3 million. As of December 31, 2023, we also had \$525.1 million outstanding in convertible debt which had a fair value of \$392.2 million.

*Variable-Rate Debt.* As of December 31, 2023, we did not have any outstanding variable-rate long term debt.

## **ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA**

Consolidated Financial Statements:	<u>Page</u>
<a href="#"><u>Consolidated Statements of Operations</u></a>	<u>72</u>
<a href="#"><u>Consolidated Statements of Comprehensive Income (Loss)</u></a>	<u>73</u>
<a href="#"><u>Consolidated Balance Sheets</u></a>	<u>74</u>
<a href="#"><u>Consolidated Statements of Cash Flows</u></a>	<u>75</u>
<a href="#"><u>Consolidated Statements of Shareholders' Equity</u></a>	<u>77</u>
<a href="#"><u>Notes to Consolidated Financial Statements</u></a>	<u>78</u>
<a href="#"><u>Report of Independent Registered Public Accounting Firm (Ernst &amp; Young, LLP, Miami, FL, Auditor Firm ID: 42)</u></a>	<u>108</u>

**Spirit Airlines, Inc.**  
**Consolidated Statements of Operations**  
*(In thousands, except per-share data)*

	Year Ended December 31,		
	2023	2022	2021
<b>Operating revenues:</b>			
Passenger	\$ 5,268,161	\$ 4,989,365	\$ 3,175,802
Other	94,388	79,082	54,973
<b>Total operating revenues</b>	<b>5,362,549</b>	<b>5,068,447</b>	<b>3,230,775</b>
<b>Operating expenses:</b>			
Aircraft fuel	1,821,165	1,929,969	913,945
Salaries, wages and benefits	1,616,803	1,251,225	1,065,461
Landing fees and other rents	408,262	347,268	315,999
Aircraft rent	381,239	282,428	246,601
Depreciation and amortization	320,872	313,090	297,211
Maintenance, materials and repairs	223,339	187,820	159,502
Distribution	190,891	177,557	132,499
Special charges (credits)	69,537	420,172	(377,715)
Loss on disposal of assets	33,966	46,624	3,320
Other operating	792,232	711,211	530,826
<b>Total operating expenses</b>	<b>5,858,306</b>	<b>5,667,364</b>	<b>3,287,649</b>
<b>Operating income (loss)</b>	<b>(495,757)</b>	<b>(598,917)</b>	<b>(56,874)</b>
<b>Other (income) expense:</b>			
Interest expense	169,191	139,905	155,611
Loss (gain) on extinguishment of debt	(15,411)	—	331,630
Capitalized interest	(33,360)	(22,818)	(18,998)
Interest income	(61,647)	(20,083)	(5,374)
Other (income) expense	4,065	4,818	577
<b>Total other (income) expense</b>	<b>62,838</b>	<b>101,822</b>	<b>463,446</b>
Income (loss) before income taxes	(558,595)	(700,739)	(520,320)
Provision (benefit) for income taxes	(111,131)	(146,589)	(47,751)
<b>Net income (loss)</b>	<b>\$ (447,464)</b>	<b>\$ (554,150)</b>	<b>\$ (472,569)</b>
<b>Basic earnings (loss) per share</b>	<b>\$ (4.10)</b>	<b>\$ (5.10)</b>	<b>\$ (4.50)</b>
<b>Diluted earnings (loss) per share</b>	<b>\$ (4.10)</b>	<b>\$ (5.10)</b>	<b>\$ (4.50)</b>

See accompanying Notes to Consolidated Financial Statements.

**Spirit Airlines, Inc.**  
**Consolidated Statements of Comprehensive Income (Loss)**  
*(In thousands)*

	Year Ended December 31,		
	2023	2022	2021
Net income (loss)	\$ (447,464)	\$ (554,150)	\$ (472,569)
Unrealized gain (loss) on short-term investment securities and cash and cash equivalents, net of deferred taxes of \$84, \$(65) and \$(27)	287	(216)	(92)
Interest rate derivative loss reclassified into earnings, net of taxes of \$72, \$47 and \$49	242	152	178
Other comprehensive income (loss)	\$ 529	\$ (64)	\$ 86
Comprehensive income (loss)	<u>\$ (446,935)</u>	<u>\$ (554,214)</u>	<u>\$ (472,483)</u>

See accompanying Notes to Consolidated Financial Statements.

**Spirit Airlines, Inc.**  
**Consolidated Balance Sheets**  
*(In thousands, except share data)*

	December 31, 2023	December 31, 2022
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 865,211	\$ 1,346,350
Restricted cash	119,400	119,392
Short-term investment securities	112,501	107,115
Accounts receivable, net	205,468	197,276
Income tax receivable	—	36,261
Prepaid expenses and other current assets	209,547	187,589
<b>Total current assets</b>	<b>1,512,127</b>	<b>1,993,983</b>
Property and equipment:		
Flight equipment	3,961,785	4,326,515
Ground property and equipment	726,364	521,802
Less accumulated depreciation	(1,169,021)	(1,098,819)
	3,519,128	3,749,498
Operating lease right-of-use assets	3,561,028	2,699,574
Pre-delivery deposits on flight equipment	480,717	487,553
Deferred heavy maintenance, net	313,505	190,349
Other long-term assets	30,732	63,817
<b>Total assets</b>	<b>\$ 9,417,237</b>	<b>\$ 9,184,774</b>
<b>Liabilities and shareholders' equity</b>		
Current liabilities:		
Accounts payable	\$ 42,098	\$ 75,449
Air traffic liability	383,751	429,618
Current maturities of long-term debt, net, and finance leases	315,580	346,888
Current maturities of operating leases	224,865	188,296
Other current liabilities	705,298	556,330
<b>Total current liabilities</b>	<b>1,671,592</b>	<b>1,596,581</b>
Long-term debt and finance leases, less current maturities	3,055,221	3,200,376
Operating leases, less current maturities	3,298,871	2,455,619
Deferred income taxes	107,761	226,843
Deferred gains and other long-term liabilities	149,450	133,704
<b>Shareholders' equity:</b>		
Common stock: Common stock, \$0.0001 par value, 240,000,000 shares authorized at December 31, 2023 and 2022, respectively; 111,303,660 and 110,840,751 issued and 109,263,005 and 108,941,920 outstanding as of December 31, 2023 and 2022, respectively	11 11	11 11
Additional paid-in-capital	1,158,278	1,146,015
Treasury stock, at cost: 2,040,655 and 1,898,831 as of December 31, 2023 and 2022, respectively	(80,635)	(77,998)
Retained earnings	56,755	504,219
Accumulated other comprehensive income (loss)	(67)	(596)
<b>Total shareholders' equity</b>	<b>1,134,342</b>	<b>1,571,651</b>
<b>Total liabilities and shareholders' equity</b>	<b>\$ 9,417,237</b>	<b>\$ 9,184,774</b>

See accompanying Notes to Consolidated Financial Statements.

**Spirit Airlines, Inc.**  
**Consolidated Statements of Cash Flows**  
*(In thousands)*

	Year Ended December 31,		
	2023	2022	2021
<b>Operating activities:</b>			
Net income (loss)	\$ (447,464)	\$ (554,150)	\$ (472,569)
Adjustments to reconcile net loss to net cash provided by (used in) operations:			
Losses reclassified from other comprehensive income	314	199	226
Share-based compensation	11,963	11,483	12,536
Allowance for doubtful accounts (recoveries)	159	(108)	(88)
Amortization of debt issuance costs	15,454	13,468	12,912
Depreciation and amortization	320,872	313,090	297,211
Accretion of convertible debt and 8.00% senior secured notes	4,210	1,421	1,272
Amortization of debt discount	8,145	13,962	—
Deferred income tax benefit	(119,239)	(148,611)	(49,502)
Fixed asset impairment charges	—	333,691	—
Loss on disposal of assets	33,966	46,624	3,320
Loss (gain) on extinguishment of debt	—	—	331,630
Changes in operating assets and liabilities:			
Accounts receivable, net	(8,351)	(68,340)	(85,800)
Deposits and other assets	4,215	(28,883)	47,855
Prepaid income taxes	—	—	156
Deferred heavy maintenance	(202,926)	(149,287)	(74,083)
Income tax receivable	36,261	1,629	109,570
Accounts payable	(34,051)	9,032	13,057
Air traffic liability	(45,867)	47,301	(19,649)
Other liabilities	176,440	68,389	80,103
Other	(762)	68	731
<b>Net cash provided by (used in) operating activities</b>	<b>(246,661)</b>	<b>(89,022)</b>	<b>208,888</b>

<b>Investing activities:</b>			
Purchase of available-for-sale investment securities	(127,627)	(110,690)	(105,361)
Proceeds from the maturity and sale of available-for-sale investment securities	125,570	109,500	104,500
Proceeds from sale of property and equipment	230,788	—	—
Pre-delivery deposits on flight equipment, net of refunds	23,156	(8,498)	(119,352)
Capitalized interest	(21,860)	(18,166)	(17,258)
Assets under construction for others	(10,972)	(2)	(1,207)
Purchase of property and equipment	(255,563)	(237,584)	(213,767)
<b>Net cash provided by (used in) investing activities</b>	<b>(36,508)</b>	<b>(265,440)</b>	<b>(352,445)</b>
<b>Financing activities:</b>			
Proceeds from issuance of long-term debt	457,950	591,000	614,496
Proceeds from issuance of common stock and warrants	—	—	375,662
Payments on debt obligations	(337,475)	(193,033)	(956,788)
Payments for the early extinguishment of debt	(323,251)	—	(317,905)
Payments on finance lease obligations	(496)	(842)	(831)
Reimbursement for assets under construction for others	10,974	2	996
Repurchase of common stock	(2,637)	(2,359)	(1,515)
Debt issuance costs	(3,027)	(3,471)	(2,775)
<b>Net cash provided by (used in) financing activities</b>	<b>(197,962)</b>	<b>391,297</b>	<b>(288,660)</b>
Net increase (decrease) in cash, cash equivalents, and restricted cash	(481,131)	36,835	(432,217)
<b>Cash, cash equivalents, and restricted cash at beginning of period (1)</b>	<b>1,465,742</b>	<b>1,428,907</b>	<b>1,861,124</b>
<b>Cash, cash equivalents, and restricted cash at end of period (1)</b>	<b>\$ 984,611</b>	<b>\$ 1,465,742</b>	<b>\$ 1,428,907</b>
<b>Supplemental disclosures</b>			
Cash payments for:			
Interest, net of capitalized interest	\$ 138,380	\$ 107,443	\$ 135,500
Income taxes paid (received), net	\$ (32,854)	\$ (82)	\$ (112,461)
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows for operating leases	\$ 400,999	\$ 295,468	\$ 261,435
Financing cash flows for finance leases	\$ 30	\$ 57	\$ 93
Non-cash transactions:			
Capital expenditures funded by finance lease borrowings	\$ 145	\$ —	\$ 538
Capital expenditures funded by operating lease borrowings	\$ 1,076,456	\$ 897,109	\$ 683,333

(1) The sum of cash and cash equivalents and restricted cash on the consolidated balance sheets equals cash, cash equivalents, and restricted cash in the consolidated statements of cash flows.

See accompanying Notes to Consolidated Financial Statements.

**Spirit Airlines, Inc.**  
**Consolidated Statements of Shareholders' Equity**  
*(In thousands)*

	Common Stock	Additional Paid-In Capital	Treasury Stock	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
<b>Balance at December 31, 2020</b>	\$ 10	\$ 799,549	\$ (74,124)	\$ 1,524,878	\$ (618)	\$ 2,249,695
Effect of ASU No. 2020-06 implementation	—	(55,590)	—	6,060	—	(49,530)
Share-based compensation	—	12,536	—	—	—	12,536
Repurchase of common stock	—	—	(1,515)	—	—	(1,515)
Changes in comprehensive income (loss)	—	—	—	—	86	86
Issuance of common stock and warrants, net	1	375,331	—	—	—	375,332
Net income (loss)	—	—	—	(472,569)	—	(472,569)
<b>Balance at December 31, 2021</b>	\$ 11	\$ 1,131,826	\$ (75,639)	\$ 1,058,369	\$ (532)	\$ 2,114,035
Convertible debt conversions	—	2,706	—	—	—	2,706
Share-based compensation	—	11,483	—	—	—	11,483
Repurchase of common stock	—	—	(2,359)	—	—	(2,359)
Changes in comprehensive income (loss)	—	—	—	—	(64)	(64)
Issuance of common stock and warrants, net	—	—	—	—	—	—
Net income (loss)	—	—	—	(554,150)	—	(554,150)
<b>Balance at December 31, 2022</b>	\$ 11	\$ 1,146,015	\$ (77,998)	\$ 504,219	\$ (596)	\$ 1,571,651
Convertible debt conversions	—	300	—	—	—	300
Share-based compensation	—	11,963	—	—	—	11,963
Repurchase of common stock	—	—	(2,637)	—	—	(2,637)
Changes in comprehensive income (loss)	—	—	—	—	529	529
Net income (loss)	—	—	—	(447,464)	—	(447,464)
<b>Balance at December 31, 2023</b>	<b>\$ 11</b>	<b>\$ 1,158,278</b>	<b>\$ (80,635)</b>	<b>\$ 56,755</b>	<b>\$ (67)</b>	<b>\$ 1,134,342</b>

See accompanying Notes to Consolidated Financial Statements.

## **Notes to Consolidated Financial Statements**

### **1. Summary of Significant Accounting Policies**

#### ***Basis of Presentation***

The accompanying consolidated financial statements include the accounts of Spirit Airlines, Inc. ("Spirit") and its consolidated subsidiaries (the "Company"). Spirit is an ultra low-cost, low-fare airline that provides affordable travel opportunities principally throughout the domestic United States, the Caribbean and Latin America and is headquartered in Miramar, Florida. Spirit manages operations on a system-wide basis due to the interdependence of its route structure in the various markets served. As only one service is offered (i.e., air transportation), management has concluded there is only one reportable segment.

#### ***Use of Estimates***

The preparation of financial statements in accordance with generally accepted accounting principles in the United States of America requires the Company's management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. The Company's estimates and assumptions are based on historical experience and changes in the business environment. However, actual results may differ from estimates under different conditions, sometimes materially.

#### ***Cash and Cash Equivalents***

The Company considers all highly liquid investments with maturities of less than three months at the date of acquisition to be cash equivalents. Investments included in this category primarily consist of cash and money market funds. Cash and cash equivalents are stated at cost, which approximates fair value.

#### ***Restricted Cash***

The Company's restricted cash is comprised of cash held in account subject to account control agreements to be used for the payment of interest and fees on the Company's 8.00% senior secured notes and cash pledged as collateral against the Company's secured letters of credit.

#### ***Short-term Investment Securities***

The Company's short-term investment securities are classified as available-for-sale and generally consist of U.S. Treasury and U.S. government agency securities with contractual maturities of twelve months or less. These securities are stated at fair value within current assets on the Company's consolidated balance sheet. For all short-term investments, at each reset period or upon reinvestment, the Company accounts for the transaction as proceeds from the maturity of short-term investment securities for the security relinquished, and purchase of short-term investment securities for the security purchased, in the Company's consolidated statements of cash flows. Realized gains and losses on sales of investments, if any, are reflected in non-operating other (income) expense in the consolidated statements of operations. Unrealized gains and losses on investment securities are reflected as a component of accumulated other comprehensive income.

#### ***Accounts Receivable***

Accounts receivable primarily consist of amounts due from credit card processors associated with the sales of tickets, amounts due from the Internal Revenue Service related to federal excise fuel tax and amounts expected to be received related to the CARES Employee Retention credit. The Company records an allowance for amounts not expected to be collected. The Company estimates the allowance based on historical write-offs and aging trends as well as an estimate of the expected lifetime credit losses. The allowance for doubtful accounts was immaterial as of December 31, 2023 and 2022.

In addition, the provision for doubtful accounts and write-offs for 2023, 2022 and 2021 were each immaterial.

#### ***Income Tax Receivable***

Income tax receivable consists of amounts due from tax authorities for recovery of income taxes paid in prior periods.

#### ***Property and Equipment***

Property and equipment is stated at cost, less accumulated depreciation and amortization. Depreciation of operating property and equipment is computed using the straight-line method applied to each unit of property. Residual values for new aircraft, new engines, major spare rotatable parts, avionics and assemblies are generally estimated to be 10%. Property under

finance leases and related obligations are initially recorded at an amount equal to the present value of future minimum lease payments computed using the Company's incremental borrowing rate or, when known, the interest rate implicit in the lease. Amortization of property under finance leases is recorded on a straight-line basis over the lease term and is included in depreciation and amortization expense.

The depreciable lives used for the principal depreciable asset classifications are:

	<b>Estimated Useful Life</b>
Aircraft, engines and flight simulators	25
Spare rotables and flight assemblies	7 to 25 years
Other equipment and vehicles	5 to 7 years
Internal use software	3 to 10 years
Finance leases	Lease term or estimated useful life of the asset
Leasehold improvements	Lesser of lease term or estimated useful life of the improvement
Buildings	Lesser of lease term or 30 years

As of December 31, 2023, the Company had 88 aircraft (including 15 aircraft that would have been deemed finance leases resulting in failed sale-leaseback transactions), 28 spare engines and 3 flight simulators capitalized within flight equipment with depreciable lives of 25 years. As of December 31, 2023, the Company had 117 aircraft financed through operating leases with lease terms from 4 years to 18 years. In addition, the Company had 6 spare engines financed through operating leases with lease terms from 12 years to 18 years.

The following table illustrates the components of depreciation and amortization expense:

	<b>Year Ended December 31,</b>		
	<b>2023</b>	<b>2022</b>	<b>2021</b>
	(in thousands)		
Depreciation	\$ 218,106	\$ 199,118	\$ 193,079
Amortization of heavy maintenance	79,768	96,707	91,929
Amortization of capitalized software	22,998	17,265	12,203
Total depreciation and amortization	<u>\$ 320,872</u>	<u>\$ 313,090</u>	<u>\$ 297,211</u>

The Company capitalizes certain internal and external costs associated with the acquisition and development of internal-use software for new products, and enhancements to existing products, that have reached the application development stage and meet recoverability tests. Capitalized costs include external direct costs of materials and services utilized in developing or obtaining internal-use software, and labor cost for employees who are directly associated with, and devote time, to internal-use software projects. Capitalized computer software, included as a component of ground and other equipment in the accompanying consolidated balance sheets, net of amortization, was \$53.6 million and \$41.1 million at December 31, 2023 and 2022, respectively.

The Company accounts for heavy maintenance and major overhaul under the deferral method whereby the cost of heavy maintenance and major overhaul is deferred and amortized until the earlier of the end of the useful life of the related asset, the end of the remaining lease term or the next scheduled heavy maintenance event.

The Company records amortization of capitalized software on a straight-line basis within depreciation and amortization expense in the accompanying consolidated statements of operations. The Company placed in service internal-use software of \$35.5 million, \$25.7 million and \$20.5 million, during the years ended 2023, 2022 and 2021, respectively.

#### ***Operating Lease Right-of-Use Asset and Liabilities***

Right-of-use assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. Right-of-use assets and lease liabilities are recognized at the lease commencement date based on the estimated present value of lease payments over the lease term. When available, the Company uses the rate implicit in the lease to discount lease payments to present value. However, the Company's leases generally do not provide a readily determinable implicit rate. Therefore, the Company estimates the incremental borrowing rate to discount lease payments based on information available at lease commencement. The Company uses publicly available data for instruments with similar characteristics when calculating its incremental borrowing rates. The Company has options to extend certain of its operating leases for an additional period of time and options to early terminate several of its

operating leases. The lease term consists of the noncancellable period of the lease, periods covered by options to extend the lease if the Company is reasonably certain to exercise the option, periods covered by an option to terminate the lease if the Company is reasonably certain not to exercise the option and periods covered by an option to extend or not terminate the lease in which the exercise of the option is controlled by the lessor. The Company's lease agreements do not contain any residual value guarantees. The Company elected to not separate non-lease components from the associated lease component for all underlying classes of assets with lease and non-lease components.

The Company elected not to apply the recognition requirements in Topic 842 to short-term leases (i.e., leases of 12 months or less) but instead recognize these lease payments in income on a straight-line basis over the lease term. The Company elected this accounting policy for all classes of underlying assets. In addition, in accordance with Topic 842, variable lease payments are not included in the recognition of a lease liability or right-of-use asset.

***Pre-Delivery Deposits on Flight Equipment***

The Company is required to make pre-delivery deposit payments ("PDPs") towards the purchase price of each new aircraft and engine prior to the scheduled delivery date. These deposits are initially classified as pre-delivery deposits on flight equipment on the Company's consolidated balance sheets until the aircraft or engine is delivered, at which time the related PDPs are deducted from the final purchase price of the aircraft or engine and are reclassified to flight equipment on the Company's consolidated balance sheets.

In addition, the Company capitalizes the interest that is attributable to the outstanding PDP balances as a percentage of the related debt on which interest is incurred. Capitalized interest represents interest cost incurred during the acquisition period of a long-term asset, and is the amount which theoretically could have been avoided had the Company not paid PDPs for the related aircraft or engines.

Related interest is capitalized and included within pre-delivery deposits on flight equipment through the acquisition period until delivery is taken of the aircraft or engine and the asset is ready for service. Once the aircraft or engine is delivered, the capitalized interest is also reclassified into flight equipment on the Company's consolidated balance sheets along with the related PDPs as they are included in the cost of the aircraft or engine. Capitalized interest for 2023, 2022 and 2021 was primarily related to the interest incurred on long-term debt.

***Measurement of Asset Impairments***

The Company records impairment charges on long-lived assets used in operations when events and circumstances indicate that the assets may be impaired, the undiscounted future cash flows estimated to be generated by those assets are less than the carrying amount of those assets, and the net book value of the assets exceeds their estimated fair value. Factors which could be indicators of impairment include but are not limited to (1) a decision to permanently remove flight equipment or other long-lived assets from operations, (2) significant changes in the estimated useful life, (3) significant changes in projected cash flows, (4) permanent and significant declines in related fair values and (5) changes to the regulatory environment. In making these determinations, the Company uses certain assumptions, including, but not limited to: (i) estimated fair value of the assets; and (ii) estimated, undiscounted future cash flows expected to be generated by these assets, which are based on additional assumptions such as asset utilization, length of service the asset will be used in the Company's operations, and estimated salvage values.

During 2023, the Company did not recognize impairment-related charges. During the fourth quarter of 2022, the Company made the decision to accelerate the retirement of 29 of its A319 aircraft, which were owned and unencumbered, as of December 31, 2022. In January 2023, the Company executed a purchase agreement to sell these aircraft over the next two years. The Company concluded that Management's plan to early retire and ultimately sell these 29 A319 aircraft is an impairment indicator which required the Company to test the recoverability of the related asset group as of December 31, 2022. No impairment indicators existed and no charges were necessary under applicable accounting standards as of December 31, 2022, for the remaining flight equipment, which together represent one asset group.

The Company concluded that the net book value of this specific asset group of owned A319 aircraft is not recoverable as of December 31, 2022, due to changes to the estimated future cash flows primarily driven by the significant reductions to their remaining operating lives. As a result, during 2022, the Company recognized \$333.7 million in impairment-related charges for the amount by which the carrying amount of this asset group, including the related net capitalized maintenance, exceeded its estimated fair value. During 2022, the impairment charges were recorded within special charges (credits) in the Company's consolidated statement of operations. The fair values of these assets were determined using Level 3 fair value inputs primarily based on the agreed upon sales price for each aircraft, adjusted for estimated utilization in the period of operation from December 31, 2022 to the expected future sales date. For additional information, refer to Note 4, Special Charges and Credits.

### ***Passenger Revenues***

**Fare revenues.** Tickets sold are initially deferred within air traffic liability ("ATL") on the Company's consolidated balance sheet. Passenger fare revenues are recognized at time of departure when transportation is provided. Generally, all tickets sold by the Company are nonrefundable. As of December 31, 2023 and 2022, the Company had ATL balances of \$383.8 million and \$429.6 million, respectively. As of December 31, 2023, substantially all of the ATL balance as of December 31, 2022 had been recognized. Substantially all of the Company's ATL balance as of December 31, 2023 is expected to be recognized within 12 months.

**Non-fare revenues.** Non-fare revenues is primarily comprised of certain ancillary items such as bags, seats and other travel-related fees, which are deemed part of the single performance obligation of providing passenger transportation. These ancillary items are recognized in non-fare revenues within passenger revenues, at the time of departure. In addition, non-fare revenues related to other travel-related programs and services provided are recognized as deemed appropriate.

The following table shows disaggregated operating revenues for the twelve months ended December 31, 2023, 2022 and 2021:

	Twelve Months Ended December 31,		
	2023	2022	2021
	(in thousands)		
<b>Operating revenues:</b>			
Fare	\$ 2,338,191	\$ 2,455,817	\$ 1,422,927
Non-fare	2,929,970	2,533,548	1,752,875
Total passenger revenues	5,268,161	4,989,365	3,175,802
Other	94,388	79,082	54,973
<b>Total operating revenues</b>	<b>\$ 5,362,549</b>	<b>\$ 5,068,447</b>	<b>\$ 3,230,775</b>

**Changes and cancellations.** An unused ticket expires at the date of scheduled travel, at which time a service charge is assessed, and is recognized as revenue at the date of scheduled travel. However, customers may elect to change or cancel their itinerary prior to the date of departure. For changes, a service charge is recognized at time of departure of newly scheduled travel and is deducted from the face value of the original purchase price of the ticket, and the original ticket becomes invalid. For cancellations, a service charge is assessed and the amount remaining after deducting the service charge is called a credit shell which generally expires 90 days from the date the credit shell is created. Credit shells can be used towards the purchase of a new ticket and the Company's other service offerings. Both service charge and credit shell amounts are recorded as deferred revenue and amounts expected to expire unused are estimated based on historical experience.

Estimating the amount of credits that will go unused involves some level of subjectivity and judgment. Assumptions used to generate breakage estimates can be impacted by several factors including, but not limited to, changes to the Company's ticketing policies, changes to the Company's refund, exchange, and credit shell policies, and economic factors. The amount of credit shells issued varies, primarily due to the flight delays and cancellation events throughout the year. The Company generally experiences some variability in the amount of breakage revenue recognized throughout the year and expects some variability in the amount of breakage revenue recorded in future periods, as the estimates of the portion of those funds that will expire unused may differ from historical experience.

### ***Other Revenues***

Other revenues primarily consist of the marketing component of the sale of loyalty points to the Company's credit card partner and commissions revenue from the sale of various items such as hotels and rental cars.

### ***Loyalty Program***

The Company operates the Free Spirit loyalty program (the "Free Spirit Program"), which attracts members and partners and builds customer loyalty for the Company by offering a variety of awards, benefits and services. Free Spirit Program members earn and accrue points for dollars spent on Spirit for flights and other non-fare services as well as services from non-air partners such as retail merchants, hotels or car rental companies or by making purchases with credit cards issued by partner banks and financial services providers. Points are redeemable by customers in future periods for air travel on Spirit.

To reflect the point credits earned, the program includes two types of transactions that are considered revenue arrangements with multiple performance obligations: (1) points earned with travel and (2) points sold to its co-branded credit card partner.

*Passenger ticket sales earning points.* Passenger ticket sales earning points provide customers with (1) points earned and (2) air transportation. The Company values each performance obligation on a stand-alone basis and allocates the consideration to each performance obligation based on their relative fair value. To value the point credits earned, the Company considers the quantitative value a passenger receives by redeeming points for a ticket rather than paying cash, which is referred to as equivalent ticket value ("ETV").

The Company defers revenue for the points when earned and recognizes loyalty travel awards in passenger revenue as the points are redeemed and services are provided. The Company records the air transportation portion of the passenger ticket sales in air traffic liability and recognizes passenger revenue when transportation is provided or if the ticket goes unused, at the date of scheduled travel.

*Sale of points.* Customers may earn points based on their spending with the Company's co-branded credit card company with which the Company has an agreement to sell points. The contract to sell points under this agreement has multiple performance obligations, as discussed below.

The Company's co-branded credit card agreement provides for joint marketing where cardholders earn points for making purchases using co-branded cards. During 2023, the Company extended its agreement with the administrator of the Free Spirit affinity credit card program through December 31, 2028. The Company accounts for this agreement consistently with the accounting method that allocates the consideration received to the individual products and services delivered. The value is allocated based on the relative stand-alone selling prices of those products and services, which generally consists of (i) points to be awarded, (ii) airline benefits, (iii) licensing of brand and access to member lists and (iv) advertising and marketing efforts. The Company determined the estimate of the stand-alone selling prices by considering discounted cash flow analysis using multiple inputs and assumptions, including: (1) the expected number of points awarded and number of points redeemed, (2) the estimated stand-alone selling price of the award travel obligation and airline benefits, (3) licensing of brand access to member lists and (4) the cost of advertising and marketing efforts undertaken by the Company.

The Company defers the amount for award travel obligation as part of loyalty deferred revenue. These amounts that are expected to be redeemed during the following twelve months are recorded within ATL on the consolidated balance sheet and the portion that is not expected to be redeemed during the following twelve months is recorded within long-term liabilities on the consolidated balance sheet. In addition, the Company recognizes loyalty travel awards in passenger revenue as the points are used for travel. Revenue allocated to advertising and the remaining performance obligations, primarily marketing components, is recorded in other revenue over time as points are delivered. Total unrecognized revenue from future Free Spirit Program was \$104.6 million and \$81.3 million at December 31, 2023 and 2022, respectively. The current portion of this balance is recorded within air traffic liability and the long-term portion of this balance is recorded within deferred gains and other long-term liabilities in the accompanying consolidated balance sheets.

The following table illustrates total cash proceeds received from the sale of points and the portion of such proceeds recognized in non-ticket revenue immediately as marketing component:

Year Ended	Consideration received from credit card loyalty programs	Portion of proceeds recognized immediately as marketing component	
	(in thousands)	\$	\$
December 31, 2023	\$ 93,147	\$ 48,071	
December 31, 2022	80,970	40,987	
December 31, 2021	48,035	23,681	

*Points breakage.* For points that the Company estimates are not likely to be redeemed ("breakage"), the Company recognizes the associated value proportionally during the period in which the remaining points are redeemed. Management uses statistical models to estimate breakage based on historical redemption patterns. A change in assumptions as to the period over which points are expected to be redeemed, the actual redemption activity for points or the estimated fair value of points expected to be redeemed could have an impact on revenues in the year in which the change occurs and in future years.

*Current activity of loyalty program.* Points are combined in one homogeneous pool and are not separately identifiable. As such, revenue is composed of points that were part of the loyalty deferred revenue balance at the beginning of the period as well as points that were issued during the period.

#### **Airframe and Engine Maintenance**

The Company accounts for heavy maintenance and major overhaul under the deferral method whereby the cost of heavy maintenance and major overhaul is deferred and amortized until the earlier of the end of the useful life of the related asset, the end of the remaining lease term or the next scheduled heavy maintenance event.

Amortization of heavy maintenance and major overhaul costs charged to depreciation and amortization expense was \$79.8 million, \$96.7 million and \$91.9 million for the years ended 2023, 2022 and 2021, respectively. During the years ended 2023, 2022 and 2021, the Company deferred \$202.9 million, \$149.3 million and \$74.1 million, respectively, of costs for heavy maintenance. As of December 31, 2023 and 2022, the Company had a deferred heavy maintenance balance of \$529.8 million and \$349.0 million, and accumulated heavy maintenance amortization of \$216.2 million and \$158.6 million, respectively.

The Company outsources certain routine, non-heavy maintenance functions under contracts that require payment on a utilization basis, primarily based on flight hours. Costs incurred for maintenance and repair under flight hour maintenance contracts, where labor and materials price risks have been transferred to the service provider, are expensed based on contractual payment terms. All other costs for routine maintenance of the airframes and engines are charged to expense as performed.

The table below summarizes the components of the Company's maintenance cost:

	Year Ended December 31,		
	2023	2022	2021
(in thousands)			
Utilization-based maintenance expense	\$ 117,458	\$ 97,930	\$ 81,591
Non-utilization-based maintenance expense	105,881	89,890	77,911
Total maintenance, materials and repairs	<u>\$ 223,339</u>	<u>\$ 187,820</u>	<u>\$ 159,502</u>

#### **Leased Aircraft Return Costs**

The Company's aircraft lease agreements often contain provisions that require the Company to return aircraft airframes, engines and other aircraft components to the lessor in a certain condition or pay an amount to the lessor based on the airframe and engine's actual return condition. Lease return costs include all costs that would be incurred at the return of the aircraft, including costs incurred to repair the airframe and engines to the required condition as stipulated by the lease. Lease return costs are recognized beginning when it is probable that such costs will be incurred and they can be estimated.

When determining the probability to accrue lease return costs, there are various estimated cost and factors which need to be considered such as the contractual terms of the lease agreement, current condition of the aircraft, the age of the aircraft at lease expiration, projected number of hours run on the engine at the time of return, and the number of projected cycles run on the airframe at the time of return, among others. Management assesses the need to accrue lease return costs periodically throughout the year or whenever facts and circumstances warrant an assessment. Lease return costs will generally be estimable closer to the end of the lease term but may be estimable earlier in the lease term depending on the contractual terms of the lease agreement and the timing of maintenance events for a particular aircraft.

#### **Aircraft Fuel**

Aircraft fuel expense includes jet fuel and associated into-plane costs, taxes, and oil, and realized and unrealized gains and losses associated with fuel derivative contracts, if any.

#### **Advertising**

The Company expenses advertising and the production costs of advertising as incurred. Marketing and advertising expenses of \$9.0 million, \$9.2 million and \$7.1 million for the years ended 2023, 2022 and 2021, respectively, were recorded within distribution expense in the consolidated statements of operations.

#### **Income Taxes**

The Company accounts for income taxes using the asset and liability method. The Company records a valuation allowance to reduce the deferred tax assets reported if, based on the weight of the evidence, it is more likely than not that some

portion or all of the deferred tax assets will be not realized. As of December 31, 2023 and 2022, the Company had a valuation allowance of \$17.7 million and \$10.9 million, respectively, recorded within deferred income taxes on the Company's consolidated balance sheets. For additional information, refer to Note 16, Income Taxes.

#### ***Stock-Based Compensation***

The Company recognizes cost of employee services received in exchange for awards of equity instruments based on the fair value of each instrument at the date of grant. For the majority of awards, compensation expense is recognized on a straight-line basis over the period during which an employee is required to provide service in exchange for an award. Certain awards have performance conditions that must be achieved prior to vesting and are expensed based on the expected achievement at each reporting period. The Company has issued restricted stock awards, performance share awards, market share awards and performance and market share awards. Restricted stock awards are valued at the fair value of the shares on the date of grant. The fair value of performance share awards based on a market condition and the market share awards are estimated through the use of a Monte Carlo simulation model. The fair value of performance share awards based on a performance condition is based on the fair value of the shares on the date of grant. The performance share awards based on a performance condition are evaluated at each report date and adjustments are made to stock-based compensation expense based on the number of shares deemed probable of issuance upon vesting. The fair value of the market and performance share awards are estimated through the use of a Monte Carlo simulation model and adjusted based on the number of shares deemed probable of issuance upon vesting. For additional information, refer to Note 11, Stock-Based Compensation.

#### ***Payroll Support Program***

During 2020 and 2021, in order to assist the Company to pay for salaries, wages and benefits for its employees, the Company entered into three separate Payroll Support Program Agreements under the CARES Act ("PSP1"), as extended by the Consolidated Appropriations Act of 2021 ("PSP2") and the American Rescue Plan Act ("PSP3") with the Treasury. The agreements provided the Company with grants (refer to Note 4, Special Charges and Credits for additional information), unsecured term loans (refer to Note 13, Debt and Other Obligations for additional information) and warrants (refer to Note 10, Equity for additional information). The funds provided were used exclusively to pay for salaries, wages and benefits for the Company's employees. As of December 31, 2023, the Company is in compliance with the terms of the PSP1, PSP2 and PSP3.

#### ***Concentrations of Risk***

The Company's business may be adversely affected by increases in the price of aircraft fuel, the volatility of the price of aircraft fuel, or both. Aircraft fuel, one of the Company's largest expenditures, represented approximately 31%, 34% and 28% of total operating expenses in 2023, 2022 and 2021, respectively.

The Company's operations are largely concentrated in the southeast United States with Fort Lauderdale being the highest volume fueling point in the system. Gulf Coast Jet indexed fuel is the basis for a substantial majority of the Company's fuel consumption. Any disruption to the oil production or refinery capacity in the Gulf Coast, as a result of weather or any other disaster, or disruptions in supply of jet fuel, dramatic escalations in the costs of jet fuel and/or the failure of fuel providers to perform under fuel arrangements for other reasons could have a material adverse effect on the Company's financial condition and results of operations.

The Company's operations will continue to be vulnerable to weather conditions (including hurricane season or snow and severe winter weather), which could disrupt service or create air traffic control problems. These events may result in decreased revenue and/or increased costs.

The Company relies on a limited number of vendors for the delivery of additional aircraft and engines - currently Airbus A320-family, single-aisle aircraft, powered by engines manufactured by IAE and Pratt & Whitney. Due to the relatively small size of the Company's fleet and high utilization rate, the unavailability of aircraft and engines, as well as the reduced capacity, resulting from delivery delays or performance issues from these vendors, could have a material adverse effect on the Company's business, results of operations and financial condition. Refer to Note 3, Current Developments, for additional information on the Pratt & Whitney engine performance issues.

As of December 31, 2023, the Company had six union-represented employee groups that together represented approximately 85% of all employees. The Company's aircraft maintenance technicians are represented by AMFA. The related collective bargaining agreement is currently under negotiation. A strike or other significant labor dispute with the Company's unionized employees is likely to adversely affect the Company's ability to conduct business. Additional disclosures are included in Note 17, Commitments and Contingencies.

## **2. Recent Accounting Developments**

### **Recently Issued Accounting Pronouncements Not Yet Adopted**

In October 2023, the FASB issued ASU 2023-06, Disclosure Improvements, to clarify or improve disclosure and presentation requirements of a variety of topics and align the requirements in the FASB accounting standard codification (ASC) with the SEC's regulations. The amendments in this ASU 2023-06 will be effective on the date the related disclosures are removed from Regulation S-X or Regulation S-K by the SEC, and will no longer be effective if the SEC has not removed the applicable disclosure requirement by June 30, 2027. Early adoption is prohibited. The Company is currently evaluating the impact of the amendment, which is not expected to be material.

In December 2023, the FASB issued ASU No. 2023-09 (“ASU 2023-09”), Income Taxes (Topic 740): Improvement to Income Tax Disclosures to enhance the transparency and decision usefulness of income tax disclosures. This standard is effective for the Company for fiscal years, and interim periods within those years, beginning January 1, 2025 on a prospective basis. Early adoption is permitted. The Company is currently evaluating the impact of this new standard.

## **3. Current Developments**

### ***JetBlue Merger***

On July 28, 2022, Spirit entered into an Agreement and Plan of Merger (the “Merger Agreement”) with JetBlue Airways Corporation, a Delaware corporation (“JetBlue”), and Sundown Acquisition Corp., a Delaware corporation and a direct, wholly owned subsidiary of JetBlue (“Merger Sub”), pursuant to which and subject to the terms and conditions therein, Merger Sub will merge with and into Spirit, with Spirit continuing as the surviving entity (the “Merger”). As a result of the Merger, each outstanding share of Spirit’s common stock (except for dissenting shares, treasury stock, and shares of Spirit’s common stock owned by JetBlue, Merger Sub or any of their respective wholly owned subsidiaries), will be converted into the right to receive an amount in cash per share, without interest, equal to (such amount, the “Merger Consideration”) (i) \$33.50 minus (ii) (A) \$2.50 (the “Approval Prepayment Amount”), paid on October 26, 2022 following the adoption by Spirit stockholders of the Merger Agreement on October 19, 2022 and (B) an additional monthly per share prepayment amount calculated as the product of \$0.10 and the number of additional prepayments paid (or, in the event the Closing occurs after the record date of, but before the payment date of any such additional prepayment, to the extent payable after the Closing), not to exceed \$1.15 per share of Spirit common stock, by JetBlue to Spirit stockholders in accordance with the Merger Agreement (each such payment is referred to as an “Additional Prepayment” and such \$0.10 amount is referred to as the “Additional Prepayment Amount”). If an aggregate of \$1.15 of Additional Prepayment Amounts has been paid out before consummation or termination of the Merger, Spirit stockholders will thereafter continue to receive monthly Additional Prepayments, at the same \$0.10 per month rate, until the transaction closes or the Merger Agreement is terminated. The Merger Agreement becomes unilaterally terminable by either JetBlue or Spirit after July 24, 2024.

In accordance with the terms of the Merger Agreement, JetBlue is required to pay or cause to be paid the Approval Prepayment Amount to Spirit stockholders as of the record date established by Spirit for the special meeting to approve the Merger Agreement within five business days following such Spirit stockholder approval. Thereafter, on or prior to the last business day of each month beginning after December 31, 2022 until the earlier of the Closing or termination of the Merger Agreement, JetBlue will also pay or cause to be paid the Additional Prepayment Amount to Spirit stockholders as of a record date not more than five business days prior to the last business day of such month. Payments made from JetBlue to Spirit stockholders do not impact the Company’s results of operations or cash flows.

On October 19, 2022, Spirit’s stockholders approved the Merger Agreement at a special meeting of stockholders. The record date for both the Company’s special meeting and the Approval Prepayment was September 12, 2022. In accordance with the terms of the Merger Agreement, on October 26, 2022, JetBlue paid the Spirit stockholders the Approval Prepayment Amount of \$2.50 per share. Additionally, beginning January 2023, JetBlue paid on a monthly basis the Additional Prepayments of \$0.10 per share of common stock to all Spirit stockholders as of each record date, per the Merger Agreement.

Due to the payment of the Approval Prepayment and each of the Additional Prepayment Amounts, in accordance with the terms of the respective debt indentures and warrant agreements, the Company announced related adjustments to the conversion rates of its convertible notes due 2025 and its convertible notes due 2026 as well as adjustments to the exercise prices and warrant shares of the PSP1, PSP2 and PSP3 warrants outstanding. As of December 31, 2023, the conversion rates of the convertible notes due 2025 and 2026 were 94.9262 and 24.6649 shares of voting common stock per \$1,000 principal.

amount of convertible notes, respectively. In addition, as of December 31, 2023, the exercise prices of the PSP1, PSP2 and PSP3 warrants were \$11.663, \$20.229 and \$30.196, respectively, and the number of warrant shares issuable upon the exercise of the PSP1, PSP2 and PSP3 warrants were adjusted to 628,725.19, 166,292.37 and 97,219.73, respectively.

Completion of the Merger is subject to the satisfaction or waiver of certain closing conditions, including, among other things: (1) approval of the transactions by Spirit's stockholders, which was received on October 19, 2022; (2) receipt of applicable regulatory approvals, including approvals from the U.S. Federal Communications Commission, the U.S. Federal Aviation Administration and the U.S. Department of Transportation ("DOT") and the expiration or early termination of the statutory waiting period under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and other competition laws, and other required regulatory approvals; (3) the absence of any law or order prohibiting the consummation of the transactions; and (4) the absence of any material adverse effect (as defined in the Merger Agreement) on Spirit.

On March 7, 2023, the U.S. Department of Justice ("DOJ") filed suit to block the Merger and a trial was held in late 2023. On January 16, 2024, the United States District Court for the District of Massachusetts (the "District Court") granted a permanent injunction against the Merger (the "Injunction"). On January 19, 2024, Spirit and JetBlue filed a notice of appeal to reverse the District Court's decision and allow Spirit and JetBlue to complete the Merger. On January 25, 2024, JetBlue made a public filing stating that certain closing conditions required by the Merger Agreement may not be satisfied prior to the outside dates set forth in the Merger Agreement and, accordingly, the Merger Agreement may be terminable on and after January 28, 2024. The Company does not believe there is a basis for terminating the Merger Agreement, and will continue to abide by all of its obligations under the Merger Agreement. On January 29, 2024, Spirit and JetBlue filed a request with the U.S. Court of Appeals for the First Circuit (the "Court of Appeals") seeking an expedited schedule for their appeal. On February 2, 2024, the Court of Appeals granted our motion, stating it would hear arguments in June 2024.

In addition, Spirit has agreed, among other things, that neither it nor any of its directors, officers, employees and representatives will (1) solicit alternative transactions, (2) participate in any discussions or negotiations relating to alternative transactions, (3) furnish any non-public information in connection with alternative transactions or (4) enter into any agreement relating to alternative transactions, except under limited circumstances described in the Merger Agreement. However, in certain circumstances, Spirit may terminate the Merger Agreement to enter into a definitive agreement for a Superior Proposal (as defined in the Merger Agreement). In addition, Spirit, JetBlue and Merger Sub each make certain customary representations, warranties and covenants, as applicable, in the Merger Agreement.

The Merger Agreement contains certain termination rights for Spirit and JetBlue, including, without limitation, a right for either party to terminate if the Merger is not consummated on or before July 28, 2023 (the "Outside Date"), subject to certain automatic extensions up to July 24, 2024 if needed to obtain regulatory approvals. Since all regulatory approvals required to consummate the Merger were not obtained as of July 28, 2023 and January 28, 2024, the current Outside Date has been automatically extended to July 24, 2024. Upon the termination of the Merger Agreement under specified circumstances, Spirit will be required to pay JetBlue a termination fee of \$94.2 million. Upon the termination of the Merger Agreement by JetBlue because of a material uncured breach by Spirit of the Merger Agreement, Spirit will be required to pay JetBlue an amount equal to the sum of all amounts paid by JetBlue to the Spirit stockholders. Upon the termination of the Merger Agreement for failure to obtain antitrust regulatory clearance, JetBlue will be required to pay (i) to Spirit, \$70.0 million, and (ii) to the Spirit stockholders, the excess of (A) \$400.0 million minus (B) the sum of the Approval Prepayment Amount and all Additional Prepayment Amounts previously paid by JetBlue to the Spirit stockholders.

***Pratt & Whitney***

On July 25, 2023, RTX Corporation, parent company of Pratt & Whitney, announced that it had determined that a rare condition in the powdered metal used to manufacture certain engine parts will require accelerated inspection of the PW1100G-JM ("GTF") fleet, which powers the Company's A320neo family of aircraft.

In September 2023, Pratt & Whitney notified the Company that all the GTF neo engines in its fleet, including the engines slotted for future aircraft deliveries, for a yet to be determined period, are subject to the inspection and possible replacement, of the powdered metal high-pressure turbine and compressor discs. In addition, Pratt & Whitney issued a special instruction ("SI"), requiring accelerated engine removals and inspections covering the initial tranche of operational engines, no later than September 15, 2023. As of December 31, 2023, in accordance with the SI issued by Pratt & Whitney, the Company has removed five engines from service, three of which are currently awaiting induction for inspection. For the remaining engines, Pratt & Whitney has provided an initial analysis on an inspection and removal schedule for these engines.

In addition, to the 5 engines removed from service, the Company had 12 neo aircraft grounded as of December 31, 2023 for reliability, durability, and inspection requirements combined. The Company currently estimates the majority of the affected

engines will require removal and inspection in 2024, but continuing through 2026, based on service bulletins ("SB") issued by Pratt & Whitney and related airworthiness directives issued by the FAA.

The temporary removal of engines from service is expected to drive a significant decrease in the Company's near-term growth projections. The Company has reduced capacity in amounts and timing commensurate with the initially scheduled removal and inspection of these impacted engines, however, the Company continues to assess the impact on its future capacity plans. Pratt & Whitney stated that they are focused on addressing the challenges arising from the powdered metal manufacturing issue and will proactively take steps to support and mitigate the operational impact to its customers. The Company has begun discussions with Pratt & Whitney regarding compensation for the loss of utilization; however, the amount, timing, or structure of the compensation that will be agreed upon is not yet known.

#### **4. Special Charges and Credits**

During the twelve months ended December 31, 2023, the Company recorded \$50.0 million within special charges (credits) on the Company's consolidated statements of operations, in legal, advisory and other fees related to the Merger Agreement with JetBlue entered into on July 28, 2022. In addition, as part of the Merger Agreement with JetBlue, the Company implemented an employee retention award program (the "JetBlue Retention Award Program") during the third quarter of 2022. The target retention award is payable to the Company's employees upon the successful close of the Merger. In the event the Merger fails or is abandoned, 50% of the target retention award will be paid to the Company's employees. This amount will be paid to the Company's employees in two installments. The first installment was paid in July 2023 and the second installment is payable in July 2024 or upon termination or abandonment of the Merger, whichever comes first. During the twelve months ended December 31, 2023, the Company recorded \$19.5 million within special charges (credits) on the Company's consolidated statements of operations, related to the JetBlue Retention Award Program.

During the twelve months ended December 31, 2022, the Company recorded \$333.7 million within special charges (credits) on the Company's consolidated statements of operations in impairment charges related to the planned acceleration of the retirement of 29 of its A319 aircraft. For additional information, refer to Note 1, Summary of Significant Accounting Policies.

In addition, during the twelve months ended December 31, 2022, the Company recorded \$47.2 million within special charges (credits) on the Company's consolidated statements of operations, in legal, advisory and other fees related to the former merger agreement with Frontier Airlines (the "Former Frontier Merger Agreement"), JetBlue's unsolicited proposal, received in March 2022, to acquire all of the Company's outstanding shares in an all-cash transaction and the JetBlue Merger Agreement entered into on July 28, 2022.

As part of the Former Frontier Merger Agreement, the Company implemented an employee retention award program (the "Frontier Retention Award Program"). On July 27, 2022, the Frontier Merger Agreement was mutually terminated; therefore, 50% of the target retention bonus was awarded to the Company's employees during the third quarter of 2022. In addition, as part of the JetBlue Merger Agreement, the Company implemented the JetBlue Retention Award Program during the third quarter of 2022. During the twelve months ended December 31, 2022, the Company recorded \$39.3 million within special charges (credits) on the Company's consolidated statements of operations, related to the Company's retention award programs.

During the twelve months ended December 31, 2021, the Company recorded a \$342.2 million credit, net of the related costs, within special charges (credits) on the Company's consolidated statements of operations related to the grant component of the PSP2 and PSP3 agreements with the Treasury.

In addition, during the twelve months ended December 31, 2021, the Company recorded a credit of \$37.5 million related to the CARES Act Employee Retention credit within special charges (credits) on the Company's consolidated statements of operation. These special credits were partially offset by \$2.0 million in special charges recorded during the twelve months ended December 31, 2021 related to salaries, wages and benefits paid to rehired employees, previously terminated with the Company's involuntary employee separation program, in compliance with the restrictions of PSP2 and PSP3.

## **5. Loss on Disposal of Assets**

During the twelve months ended December 31, 2023, the Company recorded \$34.0 million in loss on disposal of assets in the consolidated statement of operations. During December 2023, the Company completed 20 sale-leaseback transactions (on aircraft previously owned by the Company) of which, 6 resulted in operating leases and 14 would have been deemed finance leases resulting in failed sale-leaseback transactions. As a result of the 6 sale-leaseback transactions that resulted in operating leases, the Company recorded a related loss of \$32.1 million within loss on disposal of assets. Refer to Note 14, Leases for additional information on the 20 sale-leaseback transactions. Loss on disposal of assets for the twelve months ended December 31, 2023 also included a \$3.0 million net gain recorded as a result of 10 aircraft sale-leaseback transactions related to new aircraft deliveries completed during the twelve months ended December 31, 2023.

In addition, during the fourth quarter 2022, the Company made the decision to accelerate the retirement of 29 of its A319 aircraft and, in January 2023, the Company executed a sale agreement to sell these aircraft over the next two years. During the twelve months ended December 31, 2023, the Company completed the sale of 12 A319 airframes and 20 A319 engines and recorded a related net loss of \$1.6 million. The remaining A319 aircraft and engines subject to the sale agreement remain in service and will continue to operate until immediately before the sale of the aircraft. In addition, the Company recorded a \$3.3 million loss primarily related to the disposal of obsolete assets.

During the twelve months ended December 31, 2022, the Company recorded \$46.6 million in loss on disposal of assets in the consolidated statement of operations. This loss on disposal of assets mainly consisted of \$38.5 million related to the loss on 16 aircraft sale-leaseback transactions completed during 2022 and \$6.6 million related to the impairment of 1 spare engine during the first quarter of 2022 which was damaged beyond economic repair.

During the twelve months ended December 31, 2021, the Company recorded \$3.3 million in loss on disposal of assets in the consolidated statement of operations. This loss on disposal of assets mainly consisted of \$2.3 million related to the loss on five aircraft sale-leaseback transactions completed during 2021 and \$1.1 million related to the loss on the sale of auxiliary power units ("APUs").

## **6. Letters of Credit**

As of December 31, 2023, the Company had \$85.0 million in standby letters of credit secured by \$75.0 million of restricted cash, of which \$55.9 million were issued letters of credit. As of December 31, 2022, the Company had a \$85.0 million standby letters of credit secured by \$75.0 million restricted cash, of which \$31.0 million were issued letters of credit.

## **7. Credit Card Processing Arrangements**

The Company has agreements with organizations that process credit card transactions arising from the purchase of air travel, baggage charges and other ancillary services by customers. As it is standard in the airline industry, the Company's contractual arrangements with credit card processors permit them, under certain circumstances, to retain a holdback or other collateral, when future air travel and other future services are purchased via credit card transactions. The required holdback is the percentage of the Company's overall credit card sales that its credit card processors hold to cover refunds to customers if the Company fails to fulfill its flight obligations.

The Company's credit card processors do not require the Company to maintain cash collateral provided that the Company satisfies certain liquidity and other financial covenants. Failure to meet these covenants would provide the processors the right to place a holdback, resulting in a commensurate reduction of unrestricted cash. As of December 31, 2023 and 2022, the Company was in compliance with such liquidity and other financial covenants in its credit card processing agreements, and the processors were holding back no remittances.

The maximum potential exposure to cash holdbacks by the Company's credit card processors, based upon advance ticket sales and Spirit Saver\$ Club® memberships as of December 31, 2023 and 2022, was \$408.3 million and \$468.5 million, respectively.

## 8. Short-term Investment Securities

The Company's short-term investment securities are classified as available-for-sale and generally consist of U.S. Treasury and U.S. government agency securities with contractual maturities of twelve months or less. These securities are stated at fair value within current assets on the Company's consolidated balance sheet. Realized gains and losses on sales of investments, if any, are reflected in non-operating other (income) expense in the consolidated statements of operations. Unrealized gains and losses on investment securities are reflected as a component of accumulated other comprehensive income, ("AOCI").

As of December 31, 2023 and December 31, 2022, the Company had \$112.5 million and \$107.1 million, respectively, in short-term available-for-sale investment securities. During the twelve months ended December 31, 2023, 2022 and 2021, these investments earned interest income at a weighted-average fixed rate of approximately 4.5%, 1.0% and 0.1% respectively. For the twelve months ended December 31, 2023 and December 31, 2022, an unrealized gain of \$298 thousand and an unrealized loss of \$224 thousand, net of deferred taxes, respectively, were recorded within AOCI related to these investment securities. For the twelve months ended December 31, 2023 and December 31, 2022, the Company did not recognize any realized gains or losses related to these securities, as the Company did not transact any sales of these securities during this period. As of December 31, 2023 and December 31, 2022, \$32 thousand and \$267 thousand, net of tax, respectively, remained in AOCI, related to these instruments.

## 9. Accrued Liabilities

Accrued liabilities included in other current liabilities as of December 31, 2023 and 2022 consist of the following:

	As of December 31,	
	2023	2022
	(in thousands)	
Salaries, wages and benefits	\$ 187,723	\$ 154,881
Airport obligations	125,278	84,928
Federal excise and other passenger taxes and fees payable	104,447	96,424
Fuel	64,149	76,979
Aircraft maintenance	58,800	59,243
Aircraft and facility lease obligations	36,115	22,068
Interest payable	24,732	32,613
Other	104,054	29,194
Other current liabilities	\$ 705,298	\$ 556,330

## 10. Equity

The Company's amended and restated certificate of incorporation dated June 1, 2011, authorizes the Company to issue up to 240,000,000 shares of common stock, \$0.0001 par value per share, 50,000,000 shares of non-voting common stock, \$0.0001 par value per share and 10,000,000 shares of preferred stock, \$0.0001 par value per share. All of the Company's issued and outstanding shares of common stock and preferred stock, if any, are duly authorized, validly issued, fully paid and non-assessable. The Company's shares of common stock and non-voting common stock are not redeemable and do not have preemptive rights. As of December 31, 2023 and 2022, there were no shares of preferred stock or non-voting common stock outstanding.

### Common Stock

*Dividend Rights.* Holders of the Company's common stock are entitled to receive dividends, if any, as may be declared from time to time by the Company's board of directors out of legally available funds ratably with shares of the Company's non-voting common stock, subject to preferences that may be applicable to any then outstanding preferred stock and limitations under Delaware law.

*Voting Rights.* Each holder of the Company's common stock is entitled to one vote for each share on all matters submitted to a vote of the stockholders, including the election of directors. The Company's stockholders do not have cumulative voting

rights in the election of directors. Accordingly, holders of a majority of the voting shares are able to elect all of the directors properly up for election at any given stockholders' meeting.

*Liquidation.* In the event of the Company's liquidation, dissolution or winding up, holders of the Company's common stock will be entitled to share ratably with shares of the Company's non-voting common stock in the net assets legally available for distribution to stockholders after the payment of all of the Company's debts and other liabilities and the satisfaction of any liquidation preference granted to the holders of any then outstanding shares of preferred stock.

*Rights and Preferences.* Holders of the Company's common stock have no preemptive, conversion, subscription or other rights and there are no redemption or sinking fund provisions applicable to the Company's common stock. The rights, preferences and privileges of the holders of the Company's common stock are subject to and may be adversely affected by, the rights of the holders of shares of any series of the Company's preferred stock that the Company may designate in the future.

#### **Treasury Stock**

Treasury stock is comprised of repurchases made from employees who received restricted stock awards or performance share awards. During the year ended December 31, 2023, 2022 and 2021, the Company repurchased 142 thousand, 107 thousand and 54 thousand shares, respectively, for \$2.6 million, \$2.4 million and \$1.5 million, respectively. During the year ended December 31, 2023, 2022 and 2021, the Company did not retire any treasury shares.

#### **Warrants**

In connection with the Company's participation in the PSP1 agreement with the Treasury, during 2020, the Company issued to the Treasury warrants pursuant to a warrant agreement to purchase up to 520,797 shares of the Company's common stock at a strike price of \$14.08 per share (the closing price for the shares of the Company's common stock on April 9, 2020). In connection with the Company's participation in the PSP2 and PSP3 agreements with the Treasury, during 2021, the Company issued to the Treasury warrants pursuant to a warrant agreement to purchase up to 137,753 and 80,539 shares of the Company's common stock at a strike price of \$24.42 (the closing price for the shares of the Company's common stock on December 24, 2020) and \$36.45 (the closing price for the shares of the Company's common stock on March 10, 2021) per share.

The warrants are transferable and have no voting rights. The warrants expire in five years from the date of issuance and at the Company's option, may be settled on a "net cash" or "net shares" basis. The 739,089 warrants issued in connection with the PSP1, PSP2 and PSP3 agreements represent less than 1% of the outstanding shares of the Company's common stock as of December 31, 2023.

The Company concluded that the PSP1, PSP2 and PSP3 warrant agreement are a derivative contract classified within equity, at fair value upon issuance, within the Company's consolidated balance sheet. Equity-classified contracts are initially measured at fair value and subsequent changes in fair value are not recognized as long as the contract continues to be classified in equity. As of December 31, 2023, the Company had recorded \$4.3 million, net of issuance costs, in APIC related to the fair value of the warrants issued.

Due to the payment of the Approval Prepayment and each of the Additional Prepayment Amounts, in accordance with the terms of the respective debt indentures and warrant agreements, the Company announced related adjustments to the exercise prices and warrant shares of the PSP1, PSP2 and PSP3 warrants outstanding. As of December 31, 2023, the exercise prices of the PSP1, PSP2 and PSP3 warrants were \$11.663, \$20.229 and \$30.196, respectively and the number of warrant shares issuable upon the exercise of the PSP1, PSP2 and PSP3 warrants were adjusted to 628,725.19, 166,292.37 and 97,219.73, respectively.

### **11. Stock-Based Compensation**

The Company has stock plans under which directors, officers, key employees and consultants of the Company may be granted restricted stock, stock options, performance share awards and other equity-based instruments as a means of promoting the Company's long-term growth and profitability. The plans are intended to encourage participants to contribute to, and participate in the success of the Company.

On December 16, 2014, the Company's Board of Directors approved the 2015 Incentive Award Plan, or 2015 Plan, which was subsequently approved by the Company's stockholders on June 16, 2015. On March 10, 2021, the Company's Board of Directors approved an amendment of the Company's 2015 Incentive Award Plan to increase the number of authorized shares of common stock available for issuance by 3.2 million shares. The amendment was subsequently approved by the Company's stockholders on May 20, 2021. As of December 31, 2023 and December 31, 2022, 3,123,563 and 3,712,123 shares of the Company's common stock, respectively, remained available for future issuance under the 2015 Plan, as amended.

Stock-based compensation cost amounted to \$12.0 million, \$11.5 million and \$12.5 million for 2023, 2022 and 2021, respectively. During 2023, 2022 and 2021 there was a \$2.4 million, \$2.4 million and \$1.2 million tax benefit recognized in income related to stock-based compensation.

**Restricted Stock and Restricted Stock Units**

Restricted stock and restricted stock unit awards are valued at the fair value of the shares on the date of grant. Generally, granted shares and units vest over a two to four year graded vesting period. Each restricted stock unit represents the right to receive one share of common stock upon vesting of such restricted stock unit. Vesting of restricted stock units is based on time-based service conditions. In order to vest, the participant must still be employed by the Company, with certain contractual exclusions, at each vesting event. Generally, within 30 days after vesting, the shares underlying the award will be issued to the participant. In the event a successor corporation in a change in control situation fails to assume or substitute for the restricted stock units, the restricted stock units will automatically vest in full as of immediately prior to the consummation of such change in control. In the event of death or permanent disability of a participant, the restricted stock units will automatically vest in full. Compensation expense is recognized on a straight-line basis over the requisite service period.

A summary of the status of the Company's restricted stock shares (restricted stock awards and restricted stock unit awards) as of December 31, 2023 and changes during the year ended December 31, 2023 is presented below:

	Number of Shares	Weighted-Average Grant Date Fair Value (\$)
Outstanding at December 31, 2022	624,452	24.76
Granted	500,648	19.58
Vested	(372,788)	25.53
Forfeited	(46,424)	21.04
Outstanding at December 31, 2023	<u>705,888</u>	<u>20.93</u>

There were 500,648 and 404,062 restricted stock shares granted during the years ended December 31, 2023 and December 31, 2022, respectively. As of December 31, 2023 and December 31, 2022, there was \$8.4 million and \$8.6 million, respectively, of total unrecognized compensation cost related to nonvested restricted stock to be recognized over 1.8 years and 1.7 years, respectively.

The weighted-average fair value of restricted stock granted during the years ended December 31, 2023, 2022 and 2021 was \$19.58, \$23.48 and \$25.17, respectively. The total fair value of restricted stock shares vested during the years ended December 31, 2023, 2022 and 2021 was \$7.2 million, \$7.5 million and \$4.6 million, respectively.

**Performance and Market Share Awards**

The Company grants certain executives performance and market stock units that vest based on either market, performance or market and performance conditions as part of a long-term incentive plan. The number of shares of common stock underlying each award is determined at the end of the performance period. In order to vest, the executive must still be employed by the Company, with certain contractual exclusions, at the end of the performance period.

Stock-based compensation cost related to these awards amounted to \$3.0 million, \$1.5 million and \$3.5 million for 2023, 2022 and 2021, respectively. As of December 31, 2023 and 2022, there was \$3.9 million and \$3.0 million, respectively, of total unrecognized compensation cost related to nonvested performance and market share awards expected to be recognized over 1.8 years and 1.6 years, respectively.

**12. Earnings (Loss) per Share**

The following table sets forth the computation of basic and diluted earnings (loss) per common share:

	Year Ended December 31,		
	2023	2022	2021
(in thousands, except per-share amounts)			
<b>Numerator:</b>			
Net income (loss)	\$ (447,464)	\$ (554,150)	\$ (472,569)
<b>Denominator:</b>			
Weighted-average shares outstanding, basic	109,152	108,751	105,000
Effect of dilutive stock awards	—	—	—
Adjusted weighted-average shares outstanding, diluted	<u>109,152</u>	<u>108,751</u>	<u>105,000</u>
<b>Earnings (loss) per share:</b>			
Basic earnings (loss) per common share	\$ (4.10)	\$ (5.10)	\$ (4.50)
Diluted earnings (loss) per common share	<u>\$ (4.10)</u>	<u>\$ (5.10)</u>	<u>\$ (4.50)</u>

Anti-dilutive common stock equivalents excluded from the diluted earnings (loss) per share calculations are not material.

**13. Debt and Other Obligations**

***Long-term debt***

As of December 31, 2023, the Company had outstanding public and non-public debt instruments.

***Revolving credit facility due in 2025***

As of both December 31, 2023 and December 31, 2022, the Company had \$300.0 million undrawn and available under its revolving credit facility. Any amounts drawn on this facility are included in long-term debt and finance leases, less current maturities, on the Company's consolidated balance sheets. During the fourth quarter 2023, the Company amended the agreement to extend the final maturity of the facility to September 30, 2025 and adjust other terms.

The Company may pledge the following types of assets as collateral to secure its obligations under the revolving credit facility: (i) certain take-off and landing rights of the Company at LaGuardia Airport, (ii) certain eligible aircraft spare parts and ground support equipment, (iii) aircraft, spare engines and flight simulators, (iv) real property assets and (v) cash and cash equivalents. The revolving credit facility bears variable interest based on SOFR, plus a 2.00% margin per annum, or another rate, at the Company's election, based on certain market interest rates, plus a 1.00% margin per annum, in each case with a floor of 0%.

The 2025 revolving credit facility requires the Company to maintain (i) so long as any loans or letters of credit are outstanding under the 2025 revolving credit facility, unrestricted cash, cash equivalents, short-term investment securities and unused commitments available under all revolving credit facilities (including the 2025 revolving credit facility) aggregating not less than \$450.0 million, of which no more than \$300.0 million may be derived from unused commitments under the 2025 revolving credit facility, (ii) a minimum ratio of the borrowing base of the collateral described above (determined as the sum of a specified percentage of the appraised value of each type of such collateral) to outstanding obligations under the 2025 revolving credit facility of not less than 1.0 to 1.0 (if the Company does not meet the minimum collateral coverage ratio, it must either provide additional collateral to secure its obligations under the 2025 revolving credit facility or repay the loans under the 2025 revolving credit facility by an amount necessary to maintain compliance with the collateral coverage ratio), and (iii) the pledged take-off and landing rights of the Company at LaGuardia Airport and a specified number of spare engines in the collateral described above so long as any loans or letters of credit are outstanding under the 2025 revolving credit facility.

***Convertible senior notes due 2025***

On May 12, 2020, the Company completed the public offering of \$175.0 million aggregate principal amount of 4.75% convertible senior notes due 2025 ("convertible notes due 2025").

Noteholders may convert their notes at their option only in the following circumstances: (1) during any calendar quarter commencing after the calendar quarter ending on June 30, 2020 (and only during such calendar quarter), if the last reported sale price per share of the Company's common stock exceeds 130% of the conversion price for each of at least 20 trading days (whether or not consecutive) during the 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter; (2) during the five consecutive business days immediately after any five consecutive trading day period (such five consecutive trading day period, the "measurement period") in which the trading price per \$1,000 principal amount of notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price per share of the Company's common stock on such trading day and the conversion rate on such trading day; (3) upon the occurrence of certain corporate events or distributions on the Company's common stock; and (4) at any time from, and including, February 18, 2025 until the close of business on the second scheduled trading day immediately before the maturity date. As of December 31, 2023, the notes may be converted by noteholders through March 31, 2024.

Based on the terms of the indenture, upon conversion, the Company will pay or deliver, as the case may be, cash, shares of the Company's common stock or a combination of cash and shares of common stock, at the Company's election. However, based on the terms of Merger Agreement with JetBlue, upon conversion of any convertible notes due 2025 through the closing or termination of the Merger Agreement with JetBlue, the conversion value, including the principal amount, will be paid all in shares of the Company's common stock. The initial conversion rate was 78.4314 shares of voting common stock per \$1,000 principal amount of convertible notes (equivalent to an initial conversion price of approximately \$12.75 per share of common stock). The conversion rate will be subject to adjustment in some events but will not be adjusted for any accrued and unpaid interest. Due to the payment of the Approval Prepayment and Additional Prepayment Amounts paid by JetBlue to the Company's stockholders, in accordance with the terms of the indenture, the Company has announced related adjustments to the conversion rate of its convertible senior notes due 2025. As of December 31, 2023, the conversion rate was 94.9262 shares of voting common stock per \$1,000 principal amount of convertible notes (equivalent to a conversion price of approximately \$10.53 per share of common stock). Refer to Note 3, Current Developments for additional information on the Approval Prepayment and Additional Prepayment Amounts.

During the first quarter of 2023, \$0.3 million of the Company's convertible notes due 2025 were converted to 27,204 shares of the Company's voting common stock. As of December 31, 2023, the Company had recorded \$0.3 million, net of issuance costs and common stock, in additional paid-in-capital on its consolidated balance sheets related to the conversion of these notes. Since the notes are currently convertible in accordance with the terms of the indenture governing such notes, the Company had \$25.1 million recorded within current maturities of long-term debt and finance leases on its consolidated balance sheets as of December 31, 2023 related to its convertible notes due 2025. As of December 31, 2023, the if-converted value exceeds the principal amount of the convertible notes due 2025 by \$14.2 million using the average stock price for the twelve months ended December 31, 2023.

***Convertible senior notes due 2026***

On April 30, 2021, the Company completed the public offering of \$500.0 million aggregate principal amount of 1.00% convertible senior notes due 2026 ("convertible notes due 2026").

Noteholders may convert their notes at their option only in the following circumstances: (1) during any calendar quarter commencing after the calendar quarter ending on June 30, 2021 (and only during such calendar quarter), if the last reported sale price per share of the Company's common stock exceeds 130% of the conversion price for each of at least 20 trading days (whether or not consecutive) during the 30 consecutive trading days ending on, and including, the last trading day of the immediately preceding calendar quarter; (2) during the five consecutive business days immediately after any five consecutive trading day period (such five consecutive trading day period, the "measurement period") in which the trading price per \$1,000 principal amount of notes for each trading day of the measurement period was less than 98% of the product of the last reported sale price per share of the Company's common stock on such trading day and the conversion rate on such trading day; (3) upon the occurrence of certain corporate events or distributions on the Company's common stock; (4) if the Company calls such notes for redemption; and (5) at any time from, and including, February 17, 2026 until the close of business on the second scheduled trading day immediately before the maturity date. As of December 31, 2023, the notes did not qualify for conversion by noteholders through March 31, 2024.

Based on the terms of the indenture, the Company will have the right to elect to settle conversions in cash, shares of the Company's common stock or a combination of cash and shares of common stock. Upon conversion of any notes, the Company will pay the conversion value in cash up to at least the principal amount of the notes being converted. However, based on the terms of the Merger Agreement with JetBlue, upon conversion of any convertible notes due 2026 through the closing or termination of the Merger Agreement with JetBlue, the conversion value, including the principal amount, will be paid all in cash. The conversion value will be determined over an observation period consisting of 40 trading days. The initial conversion rate

was 20.3791 shares of voting common stock per \$1,000 principal amount of convertible notes (equivalent to an initial conversion price of approximately \$49.07 per share of common stock). The conversion rate will be subject to adjustment in some events but will not be adjusted for any accrued and unpaid interest. Due to the payment of the Approval Prepayment and Additional Prepayment Amounts paid by JetBlue to the Company's stockholders, in accordance with the terms of the indenture, the Company has announced related adjustments to the conversion rate of its convertible senior notes due 2026. As of December 31, 2023, the conversion rate was 24.6649 shares of voting common stock per \$1,000 principal amount of convertible notes (equivalent to a conversion price of approximately \$40.54 per share of common stock). Refer to Note 3, Current Developments for additional information on the Approval Prepayment and Additional Prepayment Amounts.

The Merger Agreement with JetBlue includes settlement terms for any conversion of the convertible notes due 2026, as described above, that cause the conversion option, which is an embedded derivative, not to qualify for the derivative accounting scope exception provided under ASC 815. As such, the Company bifurcated the fair value of the conversion option of the convertible senior notes due 2026 as a derivative liability with subsequent changes in fair value recorded in earnings. The Company recorded the fair value of the embedded derivative of \$49.5 million as a derivative liability within deferred gains and other long-term liabilities and a debt discount within long-term debt and finance leases, less current maturities on its consolidated balance sheets. The debt discount will continue to be amortized through interest expense, using the effective interest rate method, over the remaining life of the instrument.

Since the notes are currently not convertible in accordance with the terms of the indenture governing such notes, the Company had \$472.6 million, net of the related unamortized debt discount of \$27.4 million, recorded within long-term debt and finance leases, less current maturities on the Company's consolidated balance sheets as of December 31, 2023 related to its convertible notes due 2026. For additional information, refer to Note 18, Fair Value Measurements.

***Adoption of ASU No. 2020-06***

In August 2020, the FASB issued ASU No. 2020-06, "Accounting for Convertible Instruments and Contracts in an Entity's Own Equity." This standard simplifies and adds disclosure requirements for the accounting and measurement of convertible instruments. It eliminates the treasury stock method for convertible instruments and requires application of the "if-converted" method for certain agreements when computing earnings per share. In addition, the standard eliminates the beneficial conversion and cash conversion accounting models that require separate accounting for embedded conversion features and the recognition of a debt discount and related amortization to interest expense of those embedded features.

The Company elected to early adopt this standard effective January 1, 2021 using the modified retrospective approach transition method. Therefore, the consolidated financial statements for the years ended December 31, 2023, 2022 and 2021 are presented under the new standard.

In connection with the adoption of this standard, the Company recognized a cumulative effect adjustment, net of tax, of \$6.1 million to retained earnings on the Company's consolidated balance sheet as of January 1, 2021. This adjustment was primarily driven by the derecognition of interest expense related to the accretion of the debt discount associated with the embedded conversion option recorded in the prior period as required under the legacy guidance. In addition, the Company reclassified \$75.6 million, less related tax of \$17.1 million and issuance costs of \$2.9 million, from additional paid-in-capital ("APIC") to long-term debt and finance leases on the Company's consolidated balance sheet as of January 1, 2021. The reclassification was recorded in order to combine the two legacy units of account into a single instrument classified as a liability since bifurcation of the instrument into two units of account is no longer required under this standard.

**Notes to Financial Statements—(Continued)**

Long-term debt is comprised of the following:

	As of			
	December 31, 2023		December 31, 2022	
	(in millions)		(weighted-average interest rates)	
8.00% senior secured notes due in 2025	\$ 1,110.0	\$ 1,110.0	8.00 %	8.00 %
Fixed-rate term loans due through 2039 <sup>(1)</sup>	1,093.3	1,094.7	5.83 %	3.52 %
Unsecured term loans due through 2031	136.3	136.3	1.00 %	1.00 %
Fixed-rate class A 2015-1 EETC due through 2028	256.6	278.6	4.10 %	4.10 %
Fixed-rate class B 2015-1 EETC due through 2024	40.0	48.0	4.45 %	4.45 %
Fixed-rate class C 2015-1 EETC due through 2023	—	63.8	4.93 %	4.93 %
Fixed-rate class AA 2017-1 EETC due through 2030	172.2	186.3	3.38 %	3.38 %
Fixed-rate class A 2017-1 EETC due through 2030	57.4	62.1	3.65 %	3.65 %
Fixed-rate class B 2017-1 EETC due through 2026	48.2	51.7	3.80 %	3.80 %
Fixed-rate class C 2017-1 EETC due through 2023	—	85.5	5.11 %	5.11 %
Convertible notes due in 2025	25.1	25.4	4.75 %	4.75 %
Convertible notes due in 2026	<u>500.0</u>	<u>500.0</u>	1.00 %	1.00 %
<b>Long-term debt</b>	<b>\$ 3,439.1</b>	<b>\$ 3,642.4</b>		
Less current maturities	315.3	346.4		
Less unamortized discount, net	69.0	95.8		
<b>Total</b>	<b>\$ 3,054.8</b>	<b>\$ 3,200.2</b>		

(1) Includes obligations related to 15 aircraft recorded as failed sale-leaseback transactions. Refer to Note 14, Leases for additional information.

The Company's debt financings entered into solely to finance aircraft acquisition costs are collateralized by first priority security interest in the individual aircraft being financed. During the year ended December 31, 2023 and 2022, the Company made principal payments of \$337.5 million and \$193.0 million on its outstanding debt obligations, respectively.

#### **Extinguishment of Debt**

During the fourth quarter of 2023, the Company early extinguished \$323.3 million of outstanding fixed-rate term loans related to 16 aircraft. In connection with this debt extinguishment, the Company recorded a gain of \$15.4 million within loss (gain) on extinguishment of debt on its consolidated statement of operations for the twelve months ended December 31, 2023. In addition, during December 2023, the Company completed 20 sale-leaseback transactions (including 16 previously owned aircraft and 4 unencumbered aircraft) of which, 6 resulted in operating leases and 14 would have been deemed finance leases resulting in failed sale-leaseback transactions. As a result of the 14 failed sale-leaseback transactions, the Company recorded the related debt of \$458.0 million recorded within current maturities of long-term debt and finance leases and long-term debt and finance leases, less current maturities. Refer to Note 14, Leases for additional information on the 20 sale-leaseback transactions.

At December 31, 2023, long-term debt principal payments for the next five years and thereafter are as follows:

	December 31, 2023
	(in millions)
2024	\$ 305.2
2025	1,263.7
2026	670.0
2027	150.3
2028	252.5
2029 and beyond	797.4
<b>Total debt principal payments</b>	<b>\$ 3,439.1</b>

#### **Interest Expense**

Interest expense related to long-term debt and finance leases consists of the following:

**Notes to Financial Statements—(Continued)**

	Twelve Months Ended December 31,		
	2023	2022	2021
	(in thousands)		
8.00% senior secured notes <sup>(1)</sup>	\$ 93,010	\$ 47,954	\$ 51,897
Fixed-rate term loans	37,213	41,446	42,765
Unsecured term loans	1,363	1,363	1,168
Class A 2015-1 EETC	10,962	11,874	12,781
Class B 2015-1 EETC	1,954	2,312	2,669
Class C 2015-1 EETC	777	3,424	3,988
Class AA 2017-1 EETC	5,990	6,464	6,938
Class A 2017-1 EETC	2,159	2,330	2,501
Class B 2017-1 EETC	1,881	2,016	2,189
Class C 2017-1 EETC	522	4,367	4,367
Convertible notes <sup>(2)</sup>	(3,778)	(68)	6,997
Revolving credit facilities	—	—	1,733
Finance leases	30	57	93
Commitment and other fees	1,655	2,162	2,243
Amortization of deferred financing costs	15,453	14,204	13,282
<b>Total</b>	<b>\$ 169,191</b>	<b>\$ 139,905</b>	<b>\$ 155,611</b>

<sup>(1)</sup> Includes \$4.2 million, \$1.4 million and \$1.3 million of accretion and \$88.8 million, \$46.5 million and \$50.6 million of interest expense for the twelve months ended December 31, 2023, 2022, and 2021 respectively.

<sup>(2)</sup> Includes \$14.3 million and \$20.3 million of amortization of the discount for the convertible notes due 2026 as well as interest expense for the convertible notes due 2025 and 2026, offset by \$18.1 million and \$20.3 million of favorable mark to market adjustments for the convertible notes due 2026 for the twelve months ended December 31, 2023 and December 31, 2022. Includes \$7.0 million of interest expense for the convertible notes due 2025 and convertible notes due 2026 for the twelve months ended December 31, 2021.

As of both December 31, 2023 and 2022, the Company had a line of credit for \$20.1 million, related to corporate credit cards. Respectively, the Company had drawn \$1.5 million and \$1.8 million as of December 31, 2023 and 2022, which is included in accounts payable.

As of December 31, 2023 and 2022, the Company had lines of credit with counterparties for derivatives, if any, and physical fuel delivery in the amount of \$25.0 million and \$41.5 million, respectively. As of December 31, 2023, the Company had not drawn on these lines of credit for physical fuel delivery. As of December 31, 2022 the Company had drawn \$2.0 million on these lines of credit for physical fuel delivery, which is included within other current liabilities in the Company's consolidated balance sheets. The Company is required to post collateral for any excess above the lines of credit if the fuel derivatives, if any, are in a net liability position and make periodic payments in order to maintain an adequate undrawn portion for physical fuel delivery. As of December 31, 2023 and 2022, the Company did not have any outstanding fuel derivatives.

#### **14. Leases**

The Company leases aircraft, engines, airport terminals, maintenance and training facilities, aircraft hangars, commercial real estate and office and computer equipment, among other items. Certain of these leases include provisions for variable lease payments which are based on several factors, including, but not limited to, relative leases square footage, enplaned passengers, and airports' annual operating budgets. Due to the variable nature of the rates, these leases are not recorded on the Company's consolidated balance sheets as a right-of-use asset and lease liability. Lease terms are generally 4 to 18 years for aircraft and up to 99 years for other leased equipment and property.

As of December 31, 2023, the Company had a fleet consisting of 205 A320 family aircraft. As of December 31, 2023, the Company had 117 aircraft financed under operating leases with lease term expirations between 2025 and 2041. In addition, the Company owned 73 aircraft of which, as of December 31, 2023, 17 were unencumbered. The Company also had 15 aircraft that would have been deemed finance leases resulting in failed sale-leaseback transactions. The related finance obligation is recorded within long-term debt in the Company's consolidated balance sheets. Refer to Note 13, Debt and Other Obligations for additional information. The related asset is recorded within flight equipment in the Company's consolidated balance sheets. As of December 31, 2023, the Company also had 6 spare engines financed under operating leases with lease term expiration dates ranging from 2024 to 2033 and owned 28, of which, as of December 31, 2023, 4 were unencumbered and 24 were pledged as collateral under the Company's revolving credit facility maturing in 2025.

Total rent expense for the years ended 2023, 2022 and 2021 was \$673.2 million, \$537.9 million and \$449.4 million, respectively. Total rental expense for aircraft and engine operating leases for the years ended December 31, 2023, 2022 and 2021 was \$381.2 million, \$282.4 million and \$246.6 million, respectively.

Under the terms of the lease agreements, the Company will continue to operate and maintain the aircraft. Payments under the majority of the lease agreements are fixed for the term of the lease. The lease agreements contain standard termination events, including termination upon a breach of the Company's obligations to make rental payments and upon any other material breach of the Company's obligations under the leases, and standard maintenance and return condition provisions. These return provisions are evaluated at inception of the lease and throughout the lease terms and are accounted for as either fixed or variable lease payments (depending on the nature of the lease return condition) when it is probable that such amounts will be incurred. When determining probability and estimated cost of lease return obligations, there are various other factors that need to be considered such as the contractual terms of the lease, the ability to swap engines or other aircraft components, current condition of the aircraft, the age of the aircraft at lease expiration, utilization of engines and other components, the extent of repairs needed at return, return locations, current configuration of the aircraft and cost of repairs and materials at the time of return. Management assesses the factors listed above and the need to accrue lease return costs throughout the lease as facts and circumstances warrant an assessment. The Company expects lease return costs will increase as individual aircraft lease agreements approach their respective termination dates and the Company begins to accrue the estimated cost of return conditions for the corresponding aircraft. Upon a termination of the lease due to a breach by the Company, the Company would be liable for standard contractual damages, possibly including damages suffered by the lessor in connection with remarketing the aircraft or while the aircraft is not leased to another party.

Aircraft rent expense consists of monthly lease rents for aircraft and spare engines under the terms of the Company's aircraft and spare engine lease agreements recognized on a straight-line basis. Supplemental rent, recorded within aircraft rent expense, is primarily made up of probable and estimable return condition obligations, lease return costs adjustments for aircraft and engines purchased off lease or lease extensions or amendments. The Company expensed \$14.0 million, \$16.5 million and \$31.7 million of supplemental rent recorded within aircraft rent during 2023, 2022 and 2021, respectively.

During the twelve months ended December 31, 2023, the Company took delivery of 13 new aircraft under direct operating leases, 10 new aircraft under sale-leaseback transactions and 4 engines purchased with cash.

Under Topic 842, gains and losses on sale-leaseback transactions, subject to adjustment for off-market terms, are recognized immediately and recorded within gain/loss on disposal of assets on the Company's consolidated statements of operations. Refer to Note 5, Loss on Disposal of Assets for additional information on the losses recorded related to the sale-leaseback transactions entered into during the twelve months ended December 31, 2023, 2022 and 2021.

As of December 31, 2023, the Company's finance lease obligations relate to the lease of computer equipment used by the Company's flight crew and office equipment. Payments under these finance lease agreements are fixed for terms ranging from 4 to 5 years. Finance lease assets are recorded within property and equipment and the related liabilities are recorded within long-term debt and finance leases in the Company's consolidated balance sheets.

**Notes to Financial Statements—(Continued)**

During the fourth quarter of 2019, the Company purchased an 8.5-acre parcel of land for \$41.0 million and entered into a 99-year lease agreement for the lease of a 2.6-acre parcel of land, in Dania Beach, Florida, where the Company is building its new headquarters campus and a 200-unit residential building. During the first quarter of 2022, the Company began building its new headquarters campus and its 200-unit residential building with an expected completion during the first quarter of 2024. As of December 31, 2023, the 8.5-acre parcel of land and \$184.6 million in related construction costs were capitalized within ground property and equipment on the Company's consolidated balance sheets. The 99-year lease was determined to be an operating lease and is recorded within operating lease right-of-use asset and operating lease liability on the Company's consolidated balance sheets. Operating lease commitments related to this lease are included in the table below within property facility leases.

The following table provides details of the Company's future minimum lease payments under finance lease liabilities and operating lease liabilities recorded on the Company's consolidated balance sheets as of December 31, 2023. The table does not include commitments that are contingent on events or other factors that are currently uncertain and unknown.

	Operating Leases					Total Operating and Finance Lease Obligations
	Finance Leases	Aircraft and Spare Engine Leases	Property Facility Leases	Other		
		(in thousands)				
2024	\$ 251	\$ 446,331	\$ 6,623	\$ 177	\$ 453,382	
2025	154	430,843	4,143	—	435,140	
2026	76	404,529	3,994	—	408,599	
2027	27	388,569	3,166	—	391,762	
2028	1	367,803	1,754	—	369,558	
2029 and thereafter	—	3,539,416	143,340	—	3,682,756	
Total minimum lease payments	\$ 509	\$ 5,577,491	\$ 163,020	\$ 177	\$ 5,741,197	
Less amount representing interest	29	2,083,159	133,791	2	2,216,981	
Present value of minimum lease payments	\$ 480	\$ 3,494,332	\$ 29,229	\$ 175	\$ 3,524,216	
Less current portion	236	219,852	4,838	175	225,101	
Long-term portion	\$ 244	\$ 3,274,480	\$ 24,391	\$ —	\$ 3,299,115	

Commitments related to the Company's noncancelable short-term operating leases not recorded on the Company's consolidated balance sheets are expected to be \$3.6 million for 2024 and none for 2025 and beyond.

The table below presents information for lease costs related to the Company's finance and operating leases:

	Year Ended December 31,	
	2023	2022
(in thousands)		
<b>Finance lease cost</b>		
Amortization of leased assets	\$ 451	\$ 751
Interest of lease liabilities	30	57
<b>Operating lease cost</b>		
Operating lease cost (1)	377,505	225,112
Short-term lease cost (1)	39,916	41,696
Variable lease cost (1)	227,030	200,965
<b>Total lease cost</b>	\$ 644,932	\$ 468,581

(1) Expenses are classified within aircraft rent and landing fees and other rents on the Company's consolidated statements of operations.

The table below presents lease-related terms and discount rates as of December 31, 2023:

	December 31, 2023	December 31, 2022
<b>Weighted-average remaining lease term</b>		
Operating leases	14.8 years	14.6 years
Finance leases	2.3 years	2.1 years
<b>Weighted-average discount rate</b>		
Operating leases	6.84 %	6.29 %
Finance leases	4.25 %	4.21 %

## 15. Defined Contribution 401(k) Plan

The Company sponsors three defined contribution 401(k) plans, *Spirit Airlines, Inc. Employee Retirement Savings Plan* (first plan), *Spirit Airlines, Inc. Pilots' Retirement Savings Plan* (second plan) and *Spirit Airlines, Inc. Puerto Rico Retirement Savings Plan* (third plan). The first plan is for all employees that are not covered by the pilots' collective bargaining agreement, who have at least 60 days of service and have attained the age of 21.

The second plan is for the Company's pilots, and contains the same service requirements as the first plan. Beginning on March 1, 2018, the Company contributed 11% of the individual pilot's annual compensation, regardless of the pilot's contributions to the plan. The Company's contribution increased by 1% on an annual basis each March until 2022, at which time the contribution was 15%. Beginning on January 1, 2024, the Company's contribution increased to 16%.

Employer contributions made to all plans were \$112.4 million, \$88.9 million and \$72.3 million in 2023, 2022 and 2021, respectively, and were included within salaries, wages and benefits in the accompanying consolidated statements of operations.

## 16. Income Taxes

Significant components of the provision for income taxes from continuing operations are as follows:

	Year Ended December 31,		
	2023	2022	2021
	(in thousands)		
<b>Current:</b>			
Federal	\$ 5,449	\$ —	\$ —
State and local	1,309	327	568
Foreign	1,350	1,695	1,183
Total current expense (benefit)	<u>8,108</u>	<u>2,022</u>	<u>1,751</u>
<b>Deferred:</b>			
Federal	(115,905)	(141,251)	(47,468)
State and local	(3,334)	(7,360)	(2,034)
Total deferred expense (benefit)	<u>(119,239)</u>	<u>(148,611)</u>	<u>(49,502)</u>
Total income tax expense (benefit)	<u>\$ (111,131)</u>	<u>\$ (146,589)</u>	<u>\$ (47,751)</u>

The income tax provision differs from that computed at the federal statutory corporate tax rate as follows:

	Year Ended December 31,		
	2023	2022	2021
Expected provision at federal statutory tax rate	21.0 %	21.0 %	21.0 %
State tax expense, net of federal benefit	1.5 %	1.6 %	0.8 %
Permanent tax differences	(1.3)%	(0.6)%	(0.4)%
Premium on convertible debt repurchase	— %	— %	(11.4)%
Valuation allowance	(1.2)%	(0.8)%	(0.5)%
Other	(0.1)%	(0.3)%	(0.3)%
Total income tax expense (benefit)	19.9 %	20.9 %	9.2 %

The Company accounts for income taxes using the asset and liability method. Deferred taxes are recorded based on differences between the consolidated financial statement basis and tax basis of assets and liabilities and available tax loss and credit carryforwards. At December 31, 2023 and 2022, the significant components of the Company's deferred taxes consisted of the following:

	December 31,	
	2023	2022
	(in thousands)	
<b>Deferred tax assets:</b>		
Income tax credits	\$ 4,298	\$ 4,306
Net operating losses	328,977	340,023
Deferred revenue	25,924	20,751
Nondeductible accruals	32,899	25,738
Deferred manufacturing credits	14,556	14,054
Loan liability	115,161	11,404
Operating lease liability	797,778	598,097
Interest expense	51,305	38,327
Other	38,910	27,190
Valuation allowance	(17,654)	(10,852)
<b>Deferred tax assets</b>	<b>1,392,154</b>	<b>\$ 1,069,038</b>
<b>Deferred tax liabilities:</b>		
Property, plant and equipment	612,571	634,018
Accrued aircraft and engine maintenance	70,997	38,755
Right-of-use asset	803,232	608,176
Other	13,115	14,932
<b>Deferred tax liabilities</b>	<b>1,499,915</b>	<b>1,295,881</b>
Net deferred tax assets (liabilities)	<b>\$ (107,761)</b>	<b>\$ (226,843)</b>

In assessing the realizability of the deferred tax assets, management considered whether it is more likely than not that some or all of the deferred tax assets would be realized. In evaluating the Company's ability to utilize its deferred tax assets, it considered all available evidence, both positive and negative, in determining future taxable income on a jurisdiction by jurisdiction basis. As of December 31, 2023 and 2022, the Company had a valuation allowance of \$17.7 million and \$10.9 million, respectively, against certain deferred tax assets related to equity compensation for executives due to changes in tax law resulting from the Tax Cuts and Jobs Act ("TCJA"), state net operating loss carryforwards and foreign tax credits.

As of December 31, 2023, the Company had \$2.8 million of foreign tax credits, \$1.4 million of general business tax credits, \$1.4 billion of federal net operating loss and \$643.5 million of state net operating loss available, that may be applied against future tax liabilities. The foreign tax credits will begin to expire in 2025, the state net operating losses will begin to expire in 2027, the general business credits will begin to expire in 2038 and there is no expiration of federal net operating losses.

For tax years ended December 31, 2023, 2022 and 2021, the Company did not recognize any liabilities for uncertain tax positions nor any interest and penalties on unrecognized tax benefits.

For tax years 2023, 2022 and 2021, all income for the Company is subject to domestic income taxes.

The Company files its tax returns as prescribed by the tax laws of the jurisdictions in which it operates. The Company's federal income tax returns for 2020 through 2022 tax years are still subject to examination in the United States. Various state and foreign jurisdiction tax years also remain open to examination. The Company believes that any potential assessment would be immaterial to its consolidated financial statements.

## **17. Commitments and Contingencies**

### ***Aircraft-Related Commitments and Financing Arrangements***

The Company's contractual purchase commitments consist primarily of aircraft and engine acquisitions through manufacturers and aircraft leasing companies. As of December 31, 2023, the Company's firm aircraft orders consisted of 99 A320 family aircraft with Airbus, including A320neos and A321neos, with deliveries expected through 2029. On July 31, 2023, the Company entered into Amendment No. 6 (the "Amendment") to the A320 NEO Family Purchase Agreement, dated as of December 20, 2019 (the "Airbus Purchase Agreement") with Airbus S.A.S. ("Airbus"). The Amendment converts the remaining A319neo aircraft to be delivered under the Airbus Purchase Agreement to A321neo aircraft. The Amendment also (i) defers certain A320neo aircraft deliveries from 2024 to 2025 and later years, (ii) extends delivery dates for certain A320neo and A321neo aircraft deliveries from 2025-2027 to 2025-2029 and (iii) adjusts the timing of option aircraft delivery dates from 2026-2028 to 2027-2029. In addition, the Amendment creates a more equal distribution of aircraft deliveries and option rights across the delivery periods. As of December 31, 2023, the Company had secured financing for 18 aircraft, scheduled for delivery from Airbus through 2025, which will be financed through sale-leaseback transactions. The Company did not have financing commitments in place for the remaining 81 Airbus aircraft currently on firm order, which are scheduled for delivery through 2029. However, the Company has signed a financing letter of agreement with Airbus which provides backstop financing for a majority of the aircraft included in the A320 NEO Family Purchase Agreement. The agreement provides a standby credit facility in the form of senior secured mortgage debt financing. The contractual purchase amounts for these aircraft are included within the purchase commitments below.

During the third quarter of 2021, the Company entered into an Engine Purchase Support Agreement which requires the Company to purchase a certain number of spare engines in order to maintain a contractual ratio of spare engines to aircraft in the fleet. As of December 31, 2023, the Company is committed to purchase 19 PW1100G-JM spare engines, with deliveries through 2029.

As of December 31, 2023, committed expenditures for these aircraft and spare engines, including estimated amounts for contractual price escalations and pre-delivery payments, are expected to be \$507.6 million in 2024, \$1,018.6 million in 2025, \$1,034.3 million in 2026, \$1,100.0 million in 2027, \$1,035.2 million in 2028, and \$923.8 million in 2029 and beyond.

During the third quarter of 2019, the United States announced its decision to levy tariffs on certain imports from the European Union, including commercial aircraft and related parts. These tariffs include aircraft and other parts that the Company is already contractually obligated to purchase including those reflected above. In June 2021, the United States Trade Representative announced that the United States and European Union had agreed to suspend reciprocal tariffs on large civilian aircraft for five years, pending discussions to resolve their trade dispute. For further discussion on this topic, please refer to "Risk Factors - Risks Related to Our Business - Any tariffs imposed on commercial aircraft and related parts imported from outside the United States may have a material adverse effect on our fleet, business, financial condition and our results of operations."

In addition to the aircraft purchase agreement, as of December 31, 2023, the Company had secured financing for 22 aircraft to be leased directly from third-party lessors, scheduled for delivery through 2025. As of December 31, 2023, aircraft rent commitments for future aircraft deliveries to be financed under direct leases from third-party lessors and sale-leaseback transactions are expected to be approximately \$72.4 million in 2024, \$167.8 million in 2025, \$183.3 million in 2026, \$183.3 million in 2027, \$183.3 million in 2028, and \$1,409.3 million in 2029 and beyond.

Interest commitments related to the secured debt financing of 71 aircraft as of December 31, 2023 are \$80.2 million in 2024, \$73.6 million in 2025, \$67.3 million in 2026, \$60.2 million in 2027, \$51.7 million in 2028, and \$204.5 million in 2029 and beyond. As of December 31, 2023, interest commitments related to the Company's 8.00% senior secured notes, convertible debt financing, unsecured term loans and revolving credit facility are \$96.7 million in 2024, \$89.4 million in 2025, \$5.9 million in 2026, \$3.4 million in 2027, \$3.4 million in 2028, and \$7.1 million in 2029 and beyond. For principal commitments related to the Company's outstanding debt obligations, refer to Note 13, Debt and Other Obligations.

The Company is contractually obligated to pay the following minimum guaranteed payments for its reservation system, construction commitments related to its new headquarters campus and residential building and other miscellaneous subscriptions and services as of December 31, 2023: \$65.0 million in 2024, \$27.5 million in 2025, \$18.1 million in 2026, \$18.0 million in 2027, \$1.9 million in 2028, and none in 2029 and beyond. During the first quarter of 2018, the Company entered into a contract renewal with its reservation system provider which expires in 2028.

**Litigation**

The Company is subject to commercial litigation claims and to administrative and regulatory proceedings and reviews that may be asserted or maintained from time to time. The Company believes the ultimate outcome of such lawsuits, proceedings and reviews will not, individually or in the aggregate, have a material adverse effect on its financial position, liquidity or results of operations. In making a determination regarding accruals, using available information, the Company evaluates the likelihood of an unfavorable outcome in legal or regulatory proceedings and assessments to which the Company is a party and records a loss contingency when it is probable a liability has been incurred and the amount of the loss can be reasonably estimated. These subjective determinations are based on the status of such legal or regulatory proceedings, the merits of the Company's defenses, and consultation with legal counsel. Actual outcomes of these legal and regulatory proceedings may materially differ from the Company's current estimates. It is possible that resolution of one or more of the legal matters currently pending or threatened could result in losses material to the Company's consolidated results of operations, liquidity, or financial condition.

In 2017, the Company was sued in the Eastern District of New York ("EDNY") in a purported class action, *Cox, et al. v. Spirit Airlines, Inc.*, alleging state-law claims of breach of contract, unjust enrichment and fraud relating to the Company's practice of charging fees for ancillary products and services. The original action was dismissed by the EDNY; however, following the plaintiff's appeal to the Second Circuit, the case was remanded to the EDNY for further review on the breach of contract claim. A hearing on the Company's Motion for Summary Judgment and plaintiff's Motion for Class Certification was held on December 10, 2021. The EDNY granted the plaintiff's class certification motion and denied Spirit's summary judgment motion on March 29, 2022. The Company subsequently filed a motion for reconsideration on April 26, 2022, and an oral argument was held on May 19, 2022. The EDNY denied Spirit's motion for reconsideration on February 14, 2023. On April 3, 2023, Spirit moved to compel arbitration of and/or dismiss certain class members' claims for lack of personal jurisdiction. Trial was set to begin on January 16, 2024. In June 2023, the Company reached a tentative settlement in mediation for a maximum amount of \$8.3 million. The EDNY issued a preliminary approval order on September 21, 2023, and the final approval hearing was held on December 11, 2023. The total amount paid depends on a number of factors, including participation of class members and any conditions on the settlement approved by the EDNY. Currently, the Company's best estimate of the probable loss associated with the settlement is \$6.0 million, and the Company has recorded this amount in other operating expenses within its consolidated statements of operations.

On February 27, 2023, ALPA filed a grievance against the Company claiming that it violated the collective bargaining agreement ("CBA") by excluding its pilots from the Company's retention award programs granted as part of the Former Frontier Merger Agreement and the Merger Agreement with JetBlue. On September 8, 2023, the Company filed a motion to dismiss the grievance, as it does not believe that ALPA filed the grievance within the timeline set forth in the CBA. As of December 31, 2023, the potential outcomes of this claim cannot be determined and an estimate of the reasonably possible loss or range of loss cannot be made.

Following an audit by the Internal Revenue Service ("IRS") related to the collection of federal excise taxes on optional passenger seat selection charges covering the period of the second quarter 2018 through the fourth quarter 2020, on March 31, 2022, the Company was assessed \$34.9 million. On July 19, 2022, the assessment was reduced to \$27.5 million. The Company believes a loss in this matter is not probable and has not recognized a loss contingency.

### **Employees**

The Company has six union-represented employee groups that together represent approximately 85% of all employees at December 31, 2023. The table below sets forth the Company's employee groups and status of the collective bargaining agreements as of December 31, 2023.

Employee Groups	Representative	Amendable Date <sup>(1)</sup>	Percentage of Workforce
Pilots	Air Line Pilots Association, International (ALPA)	January 2025	27%
Flight Attendants	Association of Flight Attendants (AFA-CWA)	January 2026	47%
Dispatchers	Professional Airline Flight Control Association (PAFCA)	October 2023	1%
Ramp Service Agents	International Association of Machinists and Aerospace Workers (IAMAW)	November 2026	3%
Passenger Service Agents	Transport Workers Union of America (TWU)	February 2027	2%
Aircraft Maintenance Technicians	Aircraft Mechanics Fraternal Association (AMFA) <sup>(2)</sup>	N/A <sup>(2)</sup>	5%

(1) Subject to standard early opener provisions.

(2) Collective bargaining agreement is currently under negotiation.

During the fourth quarter of 2022, the Company reached an agreement with ALPA for a new two-year agreement, which was ratified by ALPA members on January 10, 2023. The ratified agreement includes increased pay rates and other enhanced benefits.

In February 2023, the Company and AFA-CWA reached an agreement with the Company's flight attendants which was ratified by the flight attendants on April 13, 2023 and becomes amendable in January 2026. The ratified agreement includes increased pay rates and other enhanced benefits.

In August 2022, the Company's aircraft maintenance technicians ("AMTs") voted to be represented by the Aircraft Mechanics Fraternal Association ("AMFA") as their collective bargaining agent. As of December 31, 2023, the Company employed approximately 700 AMTs. In November 2022, AMFA notified the Company of its intent to negotiate a CBA and began negotiations. In October 2023, AMFA filed for mediation with the National Mediation Board ("NMB"). The Company is currently waiting for mediation dates from the NMB to continue negotiating with AMFA.

In May 2023, PAFCA provided notice to the Company that it intends to amend its Collective Bargaining Agreement with its dispatchers. The parties began negotiating changes to the CBA on July 12, 2023. As of December 31, 2023, the Company continued to negotiate with PAFCA.

The Company is self-insured for health care claims, subject to a stop-loss policy, for eligible participating employees and qualified dependent medical claims, subject to deductibles and limitations. The Company's liabilities for claims incurred but not reported are determined based on an estimate of the ultimate aggregate liability for claims incurred. The estimate is calculated from actual claim rates and adjusted periodically as necessary. The Company has accrued \$9.1 million and \$11.0 million, for health care claims as of December 31, 2023, and 2022, respectively, recorded within other current liabilities on the Company's consolidated balance sheet.

### **18. Fair Value Measurements**

Under ASC 820, *Fair Value Measurements and Disclosures*, disclosures relating to how fair value is determined for assets and liabilities are required, and a hierarchy for which these assets and liabilities must be grouped is established, based on significant levels of inputs, as follows:

*Level 1*—Quoted prices in active markets for identical assets or liabilities.

*Level 2*—Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

*Level 3*—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The Company utilizes several valuation techniques in order to assess the fair value of the Company's financial assets and liabilities.

#### **Long-term Debt**

The estimated fair value of the Company's secured notes, term loan debt agreements and revolving credit facilities has been determined to be Level 3 as certain inputs used to determine the fair value of these agreements are unobservable. The Company utilizes a discounted cash flow method to estimate the fair value of the Level 3 long-term debt. The estimated fair value of the Company's publicly and non-publicly held EETC debt agreements and the Company's convertible notes has been determined to be Level 2 as the Company utilizes quoted market prices in markets with low trading volumes to estimate the fair value of its Level 2 long-term debt.

The carrying amounts and estimated fair values of the Company's long-term debt at December 31, 2023 and December 31, 2022, were as follows:

	As of December 31,					Fair value level hierarchy	
	2023		2022				
	Carrying Value	Estimated Fair Value	Carrying Value	Estimated Fair Value			
(in millions)							
8.00% senior secured notes	\$ 1,110.0	\$ 1,121.9	\$ 1,110.0	\$ 1,085.0		Level 3	
Fixed-rate term loans	1,093.3	1,099.9	1,094.7	1,003.9		Level 3	
Unsecured term loans	136.3	128.3	136.3	116.0		Level 3	
2015-1 EETC Class A	256.6	230.8	278.6	247.5		Level 2	
2015-1 EETC Class B	40.0	39.4	48.0	45.6		Level 2	
2015-1 EETC Class C	—	—	63.8	63.1		Level 2	
2017-1 EETC Class AA	172.2	149.6	186.3	161.6		Level 2	
2017-1 EETC Class A	57.4	48.5	62.1	52.3		Level 2	
2017-1 EETC Class B	48.2	42.9	51.7	44.9		Level 2	
2017-1 EETC Class C	—	—	85.5	85.1		Level 2	
4.75% convertible notes due 2025	25.1	42.3	25.4	44.9		Level 2	
1.00% convertible notes due 2026	500.0	349.9	500.0	405.1		Level 2	
Total long-term debt	<u>\$ 3,439.1</u>	<u>\$ 3,253.5</u>	<u>\$ 3,642.4</u>	<u>\$ 3,355.0</u>			

#### **Cash and Cash Equivalents**

Cash and cash equivalents at December 31, 2023 and December 31, 2022 are comprised of liquid money market funds and cash and are categorized as Level 1 instruments. The Company maintains cash with various high-quality financial institutions.

#### **Restricted Cash**

Restricted cash is comprised of cash held in account subject to account control agreements or otherwise pledged as collateral against the Company's letters of credit and is categorized as a Level 1 instrument. As of December 31, 2023, the Company had a \$85.0 million standby letter of credit secured by \$75.0 million of restricted cash, of which \$55.9 million were issued letters of credit. In addition, the Company had \$44.4 million of restricted cash held in accounts subject to control agreements to be used for the payment of interest and fees on the Company's 8.00% senior secured notes. For additional information on the Company's 8.00% senior secured notes, refer to Note 13, Debt and Other Obligations.

#### **Short-term Investment Securities**

Short-term investment securities at December 31, 2023 and December 31, 2022 are classified as available-for-sale and generally consist of U.S. Treasury and U.S. government agency securities with contractual maturities of twelve months or less.

**Notes to Financial Statements—(Continued)**

The Company's short-term investment securities are categorized as Level 1 instruments, as the Company uses quoted market prices in active markets when determining the fair value of these securities. For additional information, refer to Note 8, Short-term Investment Securities.

**Derivative Liability**

The Merger Agreement with JetBlue modified the settlement terms for any conversions of the convertible notes due 2026 (as defined below) that caused the conversion option, which is an embedded derivative, not to qualify for the derivative accounting scope exception provided under ASC 815. As such, the Company bifurcated the fair value of the conversion option of the convertible notes due 2026 as a derivative liability with subsequent changes in fair value recorded in earnings.

The Company records the fair value of the embedded derivative as a derivative liability within deferred gains and other long-term liabilities on its consolidated balance sheets. The fair value of the derivative liability was estimated as the difference in value of the traded price of the convertible notes, including the conversion option and the value of the convertible notes in the absence of the conversion option (the debt component). The value of the debt component was estimated using a discounted cash flow analysis with a yield calibrated to the traded price of the convertible notes. The change in fair value of the derivative liability is recorded within interest expense on the Company's consolidated statements of operations and is included in other liabilities within operating activities in the Company's consolidated statements of cash flows. During the twelve months ended December 31, 2023 and 2022, the Company recorded \$18.1 million and \$20.3 million, respectively, in a favorable mark to market adjustment, related to the change in fair value of the derivative liability. The fair value of the derivative liability has been determined to be Level 2 as observable inputs were used to determine the fair value of derivative liability. For additional information, refer to Note 13, Debt and Other Obligations.

Assets and liabilities measured at gross fair value on a recurring basis are summarized below:

Fair Value Measurements as of December 31, 2023					
	Total	Level 1	Level 2	Level 3	
(in millions)					
Cash and cash equivalents	\$ 865.2	\$ 865.2	\$ —	\$ —	
Restricted cash	119.4	119.4	—	—	
Short-term investment securities	112.5	112.5	—	—	
Total assets	<u>\$ 1,097.1</u>	<u>\$ 1,097.1</u>	<u>\$ —</u>	<u>\$ —</u>	
Derivative liability	\$ 11.1	\$ —	\$ 11.1	\$ —	
Total liabilities	<u>\$ 11.1</u>	<u>\$ —</u>	<u>\$ 11.1</u>	<u>\$ —</u>	

Fair Value Measurements as of December 31, 2022					
	Total	Level 1	Level 2	Level 3	
(in millions)					
Cash and cash equivalents	\$ 1,346.4	\$ 1,346.4	\$ —	\$ —	
Restricted cash	119.4	119.4	—	—	
Short-term investment securities	107.1	107.1	—	—	
Total assets	<u>\$ 1,572.9</u>	<u>\$ 1,572.9</u>	<u>\$ —</u>	<u>\$ —</u>	
Total liabilities	<u>\$ 29.2</u>	<u>\$ —</u>	<u>\$ 29.2</u>	<u>\$ —</u>	

The Company had no transfers of assets or liabilities between any of the above levels during the years ended December 31, 2023 or 2022.

**19. Operating Segments and Related Disclosures**

The Company is managed as a single business unit that provides air transportation for passengers. Operating revenues by geographic region as defined by the Department of Transportation ("DOT") area are summarized below:

**Notes to Financial Statements—(Continued)**

	2023	2022	2021
	(in millions)		
DOT—Domestic	\$ 4,676.1	\$ 4,371.8	\$ 2,824.8
DOT—Latin America and Caribbean	686.4	696.6	406.0
<b>Total</b>	<b>\$ 5,362.5</b>	<b>\$ 5,068.4</b>	<b>\$ 3,230.8</b>

During 2023, 2022 and 2021, no revenue from any one foreign country represented greater than 4% of the Company's total passenger revenue. The Company attributes operating revenues by geographic region based upon the origin and destination of each passenger flight segment. The Company's tangible assets consist primarily of flight equipment, which are mobile across geographic markets and, therefore, have not been allocated.

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Shareholders and the Board of Directors of Spirit Airlines, Inc.

**Opinion on the Financial Statements**

We have audited the accompanying consolidated balance sheets of Spirit Airlines, Inc. (the Company) as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income (loss), shareholders' equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2023 and 2022, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2023, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 9, 2024 expressed an unqualified opinion thereon.

**Basis for Opinion**

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

**Critical Audit Matter**

The critical audit matter communicated below is a matter arising from the current period audit of the financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of the critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

**Notes to Financial Statements—(Continued)**

*Description of the Matter*

As explained in Notes 1 and 14 to the financial statements, the Company's lease agreements often contain provisions that require the Company to return aircraft airframes, engines and other aircraft components to the lessor in a certain condition or pay an amount to the lessor based on the actual return condition. Management assesses the need to accrue lease return costs throughout the year or whenever facts and circumstances warrant an assessment. For the year ended December 31, 2023, the Company recorded \$14 million of supplemental rent, which is made up of probable and estimable lease return costs.

Auditing the estimate of lease return costs for engines was complex because of the significant judgment involved in determining the timing of future maintenance events.

*How We Addressed the Matter in Our Audit*

We obtained an understanding, evaluated the design and tested the operating effectiveness of the Company's controls that address the risks of material misstatement relating to the measurement of lease return costs. For example, we tested controls over management's review of the estimated timing of future maintenance events.

To test the estimate of lease return costs, our audit procedures included, among others, testing the assumptions used and the accuracy and completeness of the underlying data used in the calculations. For example, to test the assumptions related to the timing of future maintenance events, we compared projected event timing to the time interval between recently completed maintenance events, regulatory requirements for aircraft and engine maintenance, current and projected utilization metrics for the aircraft, and changes to the fleet plan, including the anticipated effect of the accelerated inspections required due to manufacturing defects in engines. We also tested the historical accuracy of management's forecasts of maintenance events by comparing when recent maintenance events occurred to management's initial projections.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 1995.

Miami, Florida  
February 9, 2024

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Shareholders and the Board of Directors of Spirit Airlines, Inc.

**Opinion on Internal Control Over Financial Reporting**

We have audited Spirit Airlines, Inc.'s internal control over financial reporting as of December 31, 2023, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Spirit Airlines, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2023, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2023 and 2022, the related consolidated statements of operations, comprehensive income (loss), shareholders' equity and cash flows for each of the three years in the period ended December 31, 2023, and the related notes and our report dated February 9, 2024 expressed an unqualified opinion thereon.

**Basis for Opinion**

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Annual Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

**Definition and Limitations of Internal Control Over Financial Reporting**

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

Miami, Florida  
February 9, 2024

**ITEM 9. CHANGES AND DISAGREEMENTS WITH ACCOUNTANTS ON ACCOUNTING AND FINANCIAL DISCLOSURE**

None.

**ITEM 9A. CONTROLS AND PROCEDURES**

**Evaluation of Disclosure Controls and Procedures**

Management, with the participation of our Chief Executive Officer and our Chief Financial Officer, evaluated the effectiveness of our disclosure controls and procedures as of December 31, 2023. The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, means controls and other procedures of a company that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC’s rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is accumulated and communicated to our management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

Management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving their objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures. Based on the evaluation of our disclosure controls and procedures as of December 31, 2023, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective at the reasonable assurance level.

**Management's Annual Report on Internal Control Over Financial Reporting**

***Evaluation of Disclosure Controls and Procedures***

Management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934. Our internal control over financial reporting is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of consolidated financial statements for external purposes in accordance with accounting principles generally accepted in the United States of America.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies may deteriorate.

Management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the 2013 framework established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO Framework). Based on that evaluation, management believes that our internal control over financial reporting was effective as of December 31, 2023.

The effectiveness of our internal control over financial reporting as of December 31, 2023 has been audited by Ernst & Young LLP, an independent registered public accounting firm, which also audited our Consolidated Financial Statements for the year ended December 31, 2023. Ernst & Young LLP's report on our internal control over financial reporting is included herein.

**Changes in Internal Control over Financial Reporting**

There were no changes in our internal control over financial reporting during 2023 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**ITEM 9B. OTHER INFORMATION**

In our earnings press release furnished on February 8, 2024, Spirit indicated that Spirit and JetBlue expect to conclude the regulatory process and close the transaction no later than the first half of 2024. As disclosed, on January 16, 2024, the Court granted a permanent injunction against the Merger (the "Injunction"). On January 19, 2024, Spirit and JetBlue filed a notice of appeal to reverse the Injunction and allow Spirit and JetBlue to complete the Merger. On February 2, 2024, the Court of Appeals granted our motion, stating it would hear arguments in June 2024. As a result, it is possible that the conditions to closing will not

be satisfied before the date that one or both of the parties may have the right to terminate the merger agreement pursuant to the terms thereof.

**ITEM 9C. DISCLOSURES REGARDING FOREIGN JURISDICTIONS THAT PREVENT INSPECTIONS**

Not applicable.

**PART III**

**ITEM 10. DIRECTORS, EXECUTIVE OFFICERS AND CORPORATE GOVERNANCE**

The information under the captions, “Election of Directors,” “Corporate Governance,” “Committee and Meetings of the Board of Directors,” “Executive Officers,” “Code of Ethics” and “Section 16(a) Beneficial Ownership Reporting Compliance” in our 2024 Proxy Statement is incorporated herein by reference.

**ITEM 11. EXECUTIVE COMPENSATION**

The information under the captions, “Director Compensation” and “Executive Compensation” in our 2024 Proxy Statement is incorporated herein by reference.

**ITEM 12. SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT AND RELATED STOCKHOLDER MATTERS**

The information under the captions, “Security Ownership” and “Equity Compensation Plan Information” in our 2024 Proxy Statement is incorporated herein by reference.

**ITEM 13. CERTAIN RELATIONSHIPS AND RELATED TRANSACTIONS**

The information under the captions, “Certain Relationships and Related Transactions” and “Corporate Governance” in our 2024 Proxy Statement is incorporated herein by reference.

**ITEM 14. PRINCIPAL ACCOUNTING FEES AND SERVICES**

The information under the captions, “Ratification of Independent Registered Public Accounting Firm” in our 2024 Proxy Statement is incorporated herein by reference.

With the exception of the information specifically incorporated by reference in Part II Item 5 and Part III to this Annual Report on Form 10-K from our 2024 Proxy Statement, our 2024 Proxy Statement shall not be deemed to be filed as part of this Report.

**PART IV**

**ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES**

(a) 1. *Financial Statements:*

The financial statements included in Item 8. Financial Statements and Supplementary Data above are filed as part of this annual report.

2. *Financial Statement Schedules:*

There are no financial statement schedules filed as part of this annual report, since the required information is included in the Financial Statements, including the notes thereto, or the circumstances requiring inclusion of such schedules are not present.

3. *Exhibits:*

The exhibits filed as part of this Annual Report on Form 10-K are listed on the Exhibit Index included immediately preceding the signature page.

**EXHIBIT INDEX**

Exhibit No.	Description of Exhibit
2.1	<a href="#"><u>Agreement and Plan of Merger, dated February 5, 2022, by and among Spirit Airlines, Inc., Frontier Group Holdings, Inc. and Top Gun Acquisition Corp., filed as Exhibit 2.1 to the Company's Form 8-K dated February 7, 2022, is hereby incorporated by reference.</u></a>
2.2	<a href="#"><u>Amendment to Agreement and Plan of Merger, dated June 2, 2022, by and among Spirit Airlines, Inc., Frontier Group Holdings, Inc. and Top Gun Acquisition Corp., filed as Exhibit 2.1 to the Company's Form 8-K dated June 2, 2022, is hereby incorporated by reference.</u></a>
2.3	<a href="#"><u>Amendment No. 2 to Agreement and Plan of Merger, dated June 24, 2022, by and among Spirit Airlines, Inc., Frontier Group Holdings, Inc. and Top Gun Acquisition Corp., filed as Exhibit 2.1 to the Company's Form 8-K dated June 24, 2022, is hereby incorporated by reference.</u></a>
2.4	<a href="#"><u>Agreement and Plan of Merger, dated July 28, 2022, by and among Spirit Airlines, Inc., JetBlue Airways Corporation and Sundown Acquisition Corp., filed as Exhibit 2.1 to the Company's Form 8-K dated August 15, 2022, is hereby incorporated by reference.</u></a>
3.1	<a href="#"><u>Amended and Restated Certificate of Incorporation of Spirit Airlines, Inc., dated as of June 1, 2011, filed as Exhibit 3.1 to the Company's Form 8-K dated June 1, 2011, is hereby incorporated by reference.</u></a>
3.2	<a href="#"><u>Amended and Restated Bylaws of Spirit Airlines, Inc., dated as of June 1, 2011, filed as Exhibit 3.2 to the Company's Form 8-K dated June 1, 2011, is hereby incorporated by reference.</u></a>
3.3	<a href="#"><u>Certificate of Designation of Series A Participating Cumulative Preferred Stock, filed as Exhibit 3.1 to the Company's Form 8-K dated March 30, 2020, is hereby incorporated by reference.</u></a>
4.1	<a href="#"><u>Specimen Common Stock Certificate, filed as Exhibit 4.1 to the Company's Form S-1 Registration Statement (No. 333-178336), is hereby incorporated by reference.</u></a>
4.2	<a href="#"><u>Pass Through Trust Agreement, dated as of August 11, 2015, between Spirit Airlines, Inc. and Wilmington Trust, National Association, filed as Exhibit 4.1 to the Company's Form 8-K dated August 11, 2015, is hereby incorporated by reference.</u></a>
4.3	<a href="#"><u>Trust Supplement No. 2015-1A, dated as of August 11, 2015, between Spirit Airlines, Inc. and Wilmington Trust, National Association, as Trustee, to the Pass Through Trust Agreement, dated as of August 11, 2015, filed as Exhibit 4.2 to the Company's Form 8-K dated August 11, 2015, is hereby incorporated by reference.</u></a>
4.4	<a href="#"><u>Trust Supplement No. 2015-1B, dated as of August 11, 2015, between Spirit Airlines, Inc. and Wilmington Trust, National Association, as Trustee, to the Pass Through Trust Agreement, dated as of August 11, 2015, filed as Exhibit 4.3 to the Company's Form 8-K dated August 11, 2015, is hereby incorporated by reference.</u></a>
4.5	<a href="#"><u>Revolving Credit Agreement (2015-1A), dated as of August 11, 2015, between Wilmington Trust, National Association, as Subordination Agent (as agent and trustee for the trustee of Spirit Airlines Pass Through Trust 2015-1A), as Borrower, and Natixis, acting via its New York Branch, as Liquidity Provider, filed as Exhibit 4.4 to the Company's Form 8-K dated August 11, 2015, is hereby incorporated by reference.</u></a>
4.6	<a href="#"><u>Revolving Credit Agreement (2015-1B), dated as of August 11, 2015, between Wilmington Trust, National Association, as Subordination Agent (as agent and trustee for the trustee of Spirit Airlines Pass Through Trust 2015-1B), as Borrower, and Natixis, acting via its New York Branch, as Liquidity Provider, filed as Exhibit 4.5 to the Company's Form 8-K dated August 11, 2015, is hereby incorporated by reference.</u></a>
4.7	<a href="#"><u>Intercreditor Agreement (2015-1), dated as of August 11, 2015, among Wilmington Trust, National Association, as Trustee of the Spirit Airlines Pass Through Trust 2015-1A and as Trustee of the Spirit Airlines Pass Through Trust 2015-1B, Natixis, acting via its New York Branch, as Class A Liquidity Provider and Class B Liquidity Provider, and Wilmington Trust, National Association, as Subordination Agent, filed as Exhibit 4.6 to the Company's Form 8-K dated August 11, 2015, is hereby incorporated by reference.</u></a>
4.8	<a href="#"><u>Deposit Agreement (Class A), dated as of August 11, 2015, between Wilmington Trust Company, as Escrow Agent, and Natixis, acting via its New York Branch, as Depositary, filed as Exhibit 4.7 to the Company's Form 8-K dated August 11, 2015, is hereby incorporated by reference.</u></a>

**Notes to Financial Statements—(Continued)**

- 4.9 [Deposit Agreement \(Class B\), dated as of August 11, 2015, between Wilmington Trust Company, as Escrow Agent, and Natixis, acting via its New York Branch, as Depositary, filed as Exhibit 4.8 to the Company's Form 8-K dated August 11, 2015, is hereby incorporated by reference.](#)
- 4.10 [Escrow and Paying Agent Agreement \(Class A\), dated as of August 11, 2015, among Wilmington Trust Company, as Escrow Agent, Citigroup Global Markets Inc., Morgan Stanley & Co. LLC and Credit Suisse Securities \(USA\) LLC, as Underwriters, Wilmington Trust, National Association, not in its individual capacity, but solely as Pass Through Trustee for and on behalf of Spirit Airlines Pass Through Trust 2015-1A, and Wilmington Trust, National Association, as Paying Agent, filed as Exhibit 4.9 to the Company's Form 8-K dated August 11, 2015, is hereby incorporated by reference.](#)
- 4.11 [Escrow and Paying Agent Agreement \(Class B\), dated as of August 11, 2015, among Wilmington Trust Company, as Escrow Agent, Citigroup Global Markets Inc., Morgan Stanley & Co. LLC and Credit Suisse Securities \(USA\) LLC, as Underwriters, Wilmington Trust, National Association, not in its individual capacity, but solely as Pass Through Trustee for and on behalf of Spirit Airlines Pass Through Trust 2015-1B, and Wilmington Trust, National Association, as Paying Agent, filed as Exhibit 4.10 to the Company's Form 8-K dated August 11, 2015, is hereby incorporated by reference.](#)
- 4.12 [Note Purchase Agreement, dated as of August 11, 2015, among Spirit Airlines, Inc., Wilmington Trust, National Association, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust, National Association, as Subordination Agent, Wilmington Trust Company, as Escrow Agent, and Wilmington Trust National Association, as Paying Agent, filed as Exhibit 4.11 to the Company's Form 8-K dated August 11, 2015, is hereby incorporated by reference.](#)
- 4.13 [Form of Participation Agreement \(Participation Agreement among Spirit Airlines, Inc., Wilmington Trust, National Association, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust, National Association, as Subordination Agent, Wilmington Trust, National Association, as Loan Trustee, and Wilmington Trust, National Association, in its individual capacity as set forth therein\) \(Exhibit B to Note Purchase Agreement\), filed as Exhibit 4.12 to the Company's Form 8-K dated August 11, 2015, is hereby incorporated by reference.](#)
- 4.14 [Form of Indenture and Security Agreement \(Indenture and Security Agreement between Spirit Airlines, Inc. and Wilmington Trust, National Association, as Loan Trustee\) \(Exhibit C to Note Purchase Agreement\), filed as Exhibit 4.13 to the Company's Form 8-K dated August 11, 2015, is hereby incorporated by reference.](#)
- 4.15 [Form of Pass Through Trust Certificate, Series 2015-1A \(included in Exhibit A to Exhibit 4.2\), filed as Exhibit 4.14 to the Company's Form 8-K dated August 11, 2015, is hereby incorporated by reference.](#)
- 4.16 [Form of Pass Through Trust Certificate, Series 2015-1B \(included in Exhibit A to Exhibit 4.3\), filed as Exhibit 4.15 to the Company's Form 8-K dated August 11, 2015, is hereby incorporated by reference.](#)
- 4.17 [Form of Series 2015-1 Equipment Notes \(included in Section 2.01 of Exhibit 4.13\), filed as Exhibit 4.16 to the Company's Form 8-K dated August 11, 2015, is hereby incorporated by reference.](#)
- 4.18 [Trust Supplement No. 2017-1AA, dated as of November 28, 2017, between Spirit Airlines, Inc. and Wilmington Trust, National Association, as Trustee, to the Pass Through Trust Agreement, dated as of August 11, 2015, filed as Exhibit 4.2 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.](#)
- 4.19 [Trust Supplement No. 2017-1A, dated as of November 28, 2017, between Spirit Airlines, Inc. and Wilmington Trust, National Association, as Trustee, to the Pass Through Trust Agreement, dated as of August 11, 2015, filed as Exhibit 4.3 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.](#)
- 4.20 [Trust Supplement No. 2017-1B, dated as of November 28, 2017, between Spirit Airlines, Inc. and Wilmington Trust, National Association, as Trustee, to the Pass Through Trust Agreement, dated as of August 11, 2015, filed as Exhibit 4.4 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.](#)
- 4.21 [Revolving Credit Agreement \(2017-1AA\), dated as of November 28, 2017, between Wilmington Trust, National Association, as Subordination Agent \(as agent and trustee for the trustee of Spirit Airlines Pass Through Trust 2017-1AA\), as Borrower, and Commonwealth Bank of Australia, New York Branch, as Liquidity Provider, filed as Exhibit 4.5 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.](#)

Revolving Credit Agreement (2017-1A), dated as of November 28, 2017, between Wilmington Trust, National Association, as Subordination Agent (as agent and trustee for the trustee of Spirit Airlines Pass Through Trust 2017-1A), as Borrower, and Commonwealth Bank of Australia, New York Branch, as Liquidity Provider, filed as Exhibit 4.6 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.

4.22

Revolving Credit Agreement (2017-1B), dated as of November 28, 2017, between Wilmington Trust, National Association, as Subordination Agent (as agent and trustee for the trustee of Spirit Airlines Pass Through Trust 2017-1B), as Borrower, and Commonwealth Bank of Australia, New York Branch, as Liquidity Provider, filed as Exhibit 4.7 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.

4.23

Intercreditor Agreement (2017-1), dated as of November 28, 2017, among Wilmington Trust, National Association, as Trustee of the Spirit Airlines Pass Through Trust 2017-1AA, as Trustee of the Spirit Airlines Pass Through Trust 2017-1A and as Trustee of the Spirit Airlines Pass Through Trust 2017-1B, Commonwealth Bank of Australia, New York Branch, as Class AA Liquidity Provider, Class A Liquidity Provider and Class B Liquidity Provider, and Wilmington Trust, National Association, as Subordination Agent, filed as Exhibit 4.8 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.

4.24

Deposit Agreement (Class AA), dated as of November 28, 2017, between Wilmington Trust Company, as Escrow Agent, and Citibank, N.A., as Depositary, filed as Exhibit 4.9 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.

4.25

Deposit Agreement (Class A), dated as of November 28, 2017, between Wilmington Trust Company, as Escrow Agent, and Citibank, N.A., as Depositary, filed as Exhibit 4.10 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.

4.26

Deposit Agreement (Class B), dated as of November 28, 2017, between Wilmington Trust Company, as Escrow Agent, and Citibank, N.A., as Depositary, filed as Exhibit 4.11 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.

4.27

Escrow and Paying Agent Agreement (Class AA), dated as of November 28, 2017, among Wilmington Trust Company, as Escrow Agent, Morgan Stanley & Co, LLC, Citigroup Global Markets Inc., Goldman Sachs & Co, LLC and Barclays Capital Inc., as Underwriters, Wilmington Trust, National Association, not in its individual capacity, but solely as Pass Through Trustee for and on behalf of Spirit Airlines Pass Through Trust 2017-1AA, and Wilmington Trust, National Association, as Paying Agent, filed as Exhibit 4.12 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.

4.28

Escrow and Paying Agent Agreement (Class A), dated as of November 28, 2017, among Wilmington Trust Company, as Escrow Agent, Morgan Stanley & Co, LLC, Citigroup Global Markets Inc., Goldman Sachs & Co, LLC and Barclays Capital Inc., as Underwriters, Wilmington Trust, National Association, not in its individual capacity, but solely as Pass Through Trustee for and on behalf of Spirit Airlines Pass Through Trust 2017-1A, and Wilmington Trust, National Association, as Paying Agent, filed as Exhibit 4.13 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.

4.29

Escrow and Paying Agent Agreement (Class B), dated as of November 28, 2017, among Wilmington Trust Company, as Escrow Agent, Morgan Stanley & Co, LLC, Citigroup Global Markets Inc., Goldman Sachs & Co, LLC and Barclays Capital Inc., as Underwriters, Wilmington Trust, National Association, not in its individual capacity, but solely as Pass Through Trustee for and on behalf of Spirit Airlines Pass Through Trust 2017-1B, and Wilmington Trust, National Association, as Paying Agent, filed as Exhibit 4.14 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.

4.30

Note Purchase Agreement, dated as of November 28, 2017, among Spirit Airlines, Inc., Wilmington Trust, National Association, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust, National Association, as Subordination Agent, Wilmington Trust Company, as Escrow Agent, and Wilmington Trust National Association, as Paying Agent, filed as Exhibit 4.15 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.

4.31

**Notes to Financial Statements—(Continued)**

Form of Participation Agreement (Participation Agreement among Spirit Airlines, Inc., Wilmington Trust, National Association, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust, National Association, as Subordination Agent, Wilmington Trust, National Association, as Loan Trustee, and Wilmington Trust, National Association, in its individual capacity as set forth therein) (Exhibit B to Note Purchase Agreement), filed as Exhibit 4.16 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.

4.32

Form of Indenture and Security Agreement (Indenture and Security Agreement between Spirit Airlines, Inc. and Wilmington Trust, National Association, as Loan Trustee) (Exhibit C to Note Purchase Agreement), filed as Exhibit 4.17 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.

4.33

Form of Pass Through Trust Certificate, Series 2017-1AA (included in Exhibit A to Exhibit 4.2), filed as Exhibit 4.18 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.

4.34

Form of Pass Through Trust Certificate, Series 2017-1A (included in Exhibit A to Exhibit 4.3), filed as Exhibit 4.19 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.

4.35

Form of Pass Through Trust Certificate, Series 2017-1B (included in Exhibit A to Exhibit 4.4), filed as Exhibit 4.20 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.

4.36

Form of Series 2017-1 Equipment Notes (included in Section 2.01 of Exhibit 4.17), filed as Exhibit 4.21 to the Company's Form 8-K dated November 28, 2017, is hereby incorporated by reference.

4.37

Amended and Restated Intercreditor Agreement (2015-1), dated May 10, 2018, among Wilmington Trust, National Association, as Trustee of the Spirit Airlines Pass Through Trust 2015-1A, as Trustee of the Spirit Airlines Pass Through Trust 2015-1B and as Trustee of the Spirit Airlines Pass Through Trust 2015-C, Natixis, acting via its New York Branch, as Class A Liquidity Provider and Class B Liquidity Provider, and Wilmington Trust, National Association, as Subordination Agent, filed as Exhibit 4.1 to the Company's Form 10-Q dated July 26, 2018, is hereby incorporated by reference.

4.38

Form of 2015-1 First Amendment to Participation Agreement (Participation Agreement among Spirit Airlines, Inc., Wilmington Trust, National Association, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust, National Association, as Subordination Agent, Wilmington Trust, National Association, as Loan Trustee, and Wilmington Trust, National Association, in its individual capacity as set forth therein), filed as Exhibit 4.3 to the Company's Form 10-Q dated July 26, 2018, is hereby incorporated by reference.

4.39

Form of 2015-1 First Amendment to Indenture and Security Agreement (Indenture and Security Agreement between Spirit Airlines, Inc. and Wilmington Trust, National Association, as Loan Trustee), filed as Exhibit 4.4 to the Company's Form 10-Q dated July 26, 2018, is hereby incorporated by reference.

4.40

Amended and Restated Intercreditor Agreement (2017-1), dated May 10, 2018, among Wilmington Trust, National Association, as Trustee of the Spirit Airlines Pass Through Trust 2017-1AA, as Trustee of the Spirit Airlines Pass Through Trust 2017-1A, as Trustee of the Spirit Airlines Pass Through Trust 2017-1B and as Trustee of the Spirit Airlines Pass Through Trust 2017-1C, Commonwealth Bank of Australia, New York Branch, as Class AA Liquidity Provider, Class A Liquidity Provider and Class B Liquidity Provider, and Wilmington Trust, National Association, as Subordination Agent, filed as Exhibit 4.5 to the Company's Form 10-Q dated July 26, 2018, is hereby incorporated by reference.

4.41

Amended and Restated Note Purchase Agreement, dated as of May 10, 2018, among Spirit Airlines, Inc., Wilmington Trust, National Association, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust, National Association, as Subordination Agent, Wilmington Trust Company, as Escrow Agent, and Wilmington Trust National Association, as Paying Agent, filed as Exhibit 4.7 to the Company's Form 10-Q dated July 26, 2018, is hereby incorporated by reference.

- 4.43 [Form of Participation Agreement \(Participation Agreement among Spirit Airlines, Inc., Wilmington Trust, National Association, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust, National Association, as Subordination Agent, Wilmington Trust, National Association, as Loan Trustee, and Wilmington Trust, National Association, in its individual capacity as set forth therein\) \(Exhibit B to Note Purchase Agreement\), filed as Exhibit 4.8 to the Company's Form 10-Q dated July 26, 2018, is hereby incorporated by reference.](#)
- 4.44 [Form of Indenture and Security Agreement \(Indenture and Security Agreement between Spirit Airlines, Inc. and Wilmington Trust, National Association, as Loan Trustee\) \(Exhibit C to Note Purchase Agreement\), filed as Exhibit 4.9 to the Company's Form 10-Q dated July 26, 2018, is hereby incorporated by reference.](#)
- 4.45 [Form of 2017-1 First Amendment to Participation Agreement \(Participation Agreement among Spirit Airlines, Inc., Wilmington Trust, National Association, as Pass Through Trustee under each of the Pass Through Trust Agreements, Wilmington Trust, National Association, as Subordination Agent, Wilmington Trust, National Association, as Loan Trustee, and Wilmington Trust, National Association, in its individual capacity as set forth therein\), filed as Exhibit 4.12 to the Company's Form 10-Q dated July 26, 2018, is hereby incorporated by reference](#)
- 4.46 [Form of 2017-1 First Amendment to Indenture and Security Agreement \(Indenture and Security Agreement between Spirit Airlines, Inc. and Wilmington Trust, National Association, as Loan Trustee\), filed as Exhibit 4.13 to the Company's Form 10-Q dated July 26, 2018, is hereby incorporated by reference.](#)
- 4.47 [Warrant Agreement, dated as of April 20, 2020, between the Company and the United States Department of the Treasury, filed as Exhibit 4.2 to the Company's Form 10-Q dated May 6, 2020, is hereby incorporated by reference.](#)
- 4.48 [Form of Warrant to Purchase Common Stock, is hereby incorporated by reference from Exhibit B to Exhibit 4.52 hereto.](#)
- 4.49 [Base Indenture, dated May 12, 2020, between the Company and Wilmington Trust, National Association, as trustee, filed as Exhibit 4.1 to the Company's Form 8-K dated May 12, 2020, is hereby incorporated by reference.](#)
- 4.50 [First Supplemental Indenture, dated May 12, 2020, between the Company and Wilmington Trust, National Association, as trustee, filed as Exhibit 4.2 to the Company's Form 8-K dated May 12, 2020, is hereby incorporated by reference.](#)
- 4.51 [Form of Global Note representing the 4.75% Convertible Senior Notes due 2025 \(included in Exhibit 4.55 hereto\).](#)
- 4.52 [Form of Warrant to Purchase Common Stock, issued May 29, 2020, in connection with the Warrant Agreement, dated as of April 20, 2020, between the Company and the United States Department of the Treasury, filed as Exhibit 4.4 to the Company's Form 10-Q dated July 22, 2020, is hereby incorporated by reference.](#)
- 4.53 [Form of Warrant to Purchase Common Stock, issued June 29, 2020, in connection with the Warrant Agreement, dated as of April 20, 2020, between the Company and the United States Department of the Treasury, filed as Exhibit 4.5 to the Company's Form 10-Q dated July 22, 2020, is hereby incorporated by reference.](#)
- 4.54 [Indenture, dated as of September 17, 2020, by and among Spirit IP Cayman Ltd., Spirit Loyalty Cayman Ltd., the guarantors named therein and Wilmington Trust, National Association, as trustee and collateral custodian, governing the 8.00% Senior Secured Notes due 2025, filed as Exhibit 4.1 to the Company's Form 8-K dated September 11, 2020, is hereby incorporated by reference.](#)

**Notes to Financial Statements—(Continued)**

- 4.55 [Form of 8.00% Senior Secured Notes due 2025, is hereby incorporated by reference from Exhibit A to Exhibit 4.59 hereto.](#)
- 4.56 [Form of Warrant to Purchase Common Stock dated July 31, 2020, filed as Exhibit 4.6 to the Company's Form 8-K dated September 30, 2020, is hereby incorporated by reference.](#)
- 4.57 [Form of Warrant to Purchase Common Stock dated October 2, 2020, filed as Exhibit 4.1 to the Company's Form 8-K dated October 2, 2020, is hereby incorporated by reference.](#)
- 4.58 [Warrant Agreement, dated as of January 15, 2021, between the Company and the United States Department of the Treasury, filed as Exhibit 4.64 to the Company's Form 10-K dated February 10, 2021 is hereby incorporated by reference.](#)
- 4.59 [Warrant Agreement, dated as of April 29, 2021, between the Company and the United States Department of the Treasury, filed as Exhibit 4.2 to the Company's Form 10-Q filed on July 28, 2021, is hereby incorporated by reference.](#)
- 4.60 [Warrant to Purchase Common Stock dated March 5, 2021, filed as Exhibit 4.1 to the Company's Form 8-K dated May 18, 2021, is hereby incorporated by reference.](#)
- 4.61 [Warrant to Purchase Common Stock dated April 29, 2021, filed as Exhibit 4.2 to the Company's Form 8-K dated May 18, 2021, is hereby incorporated by reference.](#)
- 4.62 [Warrant to Purchase Common Stock dated June 3, 2021, filed as Exhibit 4.1 to the Company's Form 8-K dated June 30, 2021, is hereby incorporated by reference.](#)
- 4.63 [Second Supplemental Indenture, dated April 30, 2021, between the Company and Wilmington Trust, National Association, as trustee, filed as Exhibit 4.2 to the Company's Form 8-K dated April 30, 2021, is hereby incorporated by reference.](#)
- 4.64 [Form of Global Note representing the 1.00% Convertible Senior Notes due 2026, filed as Exhibit 4.3 to the Company's Form 8-K dated April 30, 2021, is hereby incorporated by reference.](#)
- 4.65 [Supplemental Indenture, dated as of November 17, 2022, among Spirit IP Cayman Ltd., Spirit Loyalty Cayman Ltd., the guarantors named therein and Wilmington Trust, National Association, as trustee and collateral custodian, filed as Exhibit 4.2 to the Company's Form 8-K dated November 17, 2022, is hereby incorporated by reference.](#)
- 4.66 [Form of 8.00% Senior Secured Notes due 2025, is hereby incorporated by reference from Exhibit A to Exhibit 4.71 hereto.](#)
- 4.67 [Brief Description of all Securities Registered under Section 12 of the Exchange Act.](#)
- 10.1+ [General Release, dated January 14, 2014, between Spirit Airlines, Inc. and Ben Baldanza, filed as Exhibit 10.1 to the Company's Form 10-K dated February 20, 2014, is hereby incorporated by reference.](#)
- 10.2+ [Offer Letter, dated September 7, 2013, between Spirit Airlines, Inc. and John Bendoraitis, filed as Exhibit 10.3 to the Company's Form 10-K dated February 20, 2014, is hereby incorporated by reference.](#)
- 10.3 [Tax Receivable Agreement, dated as of June 1, 2011 between Spirit Airlines, Inc., Indigo Pacific Partners LLC, and OCM FIE, LLC, filed as Exhibit 10.12 to the Company's Form S-1 Registration Statement \(No. 333-178336\), is hereby incorporated by reference.](#)
- 10.4 [Airline-Airport Lease and Use Agreement, dated as of August 17, 1999, between Broward County and Spirit Airlines, Inc., as supplemented by Addendum dated August 17, 1999, filed as Exhibit 10.14 to the Company's Amendment No. 3 to Form S-1 Registration Statement \(No. 333-169474\), is hereby incorporated by reference.](#)
- 10.5+ [Spirit Airlines, Inc. Executive Severance Plan, filed as Exhibit 10.16 to the Company's Amendment No. 3 to Form S-1 Registration Statement \(No. 333-169474\), is hereby incorporated by reference.](#)

**Notes to Financial Statements—(Continued)**

- 10.6+ [Amended and Restated Spirit Airlines, Inc. 2005 Stock Incentive Plan and related documents, filed as Exhibit 10.17 to the Company's Amendment No. 3 to Form S-1 Registration Statement \(No. 333-169474\), is hereby incorporated by reference.](#)
- 10.7+ [Spirit Airlines, Inc. 2011 Equity Incentive Award Plan, filed as Exhibit 10.2 to the Company's Form S-8 Registration Statement \(No. 333-174812\), is hereby incorporated by reference.](#)
- 10.8+ [Offer Letter, dated September 10, 2007, between Spirit Airlines, Inc. and Thomas Canfield, filed as Exhibit 10.22 to the Company's Amendment No. 3 to Form S-1 Registration Statement \(No. 333-169474\), is hereby incorporated by reference.](#)
- 10.9 [Form of Indemnification Agreement between Spirit Airlines, Inc. and its directors and executive officers, filed as Exhibit 10.24 to the Company's Amendment No. 3 to Form S-1 Registration Statement \(No. 333-169474\), is hereby incorporated by reference.](#)
- 10.10+ [Form of Restricted Stock Unit Award Grant Notice and Restricted Stock Unit Award Agreement under the Spirit Airlines, Inc. 2011 Equity Incentive Award Plan, filed as Exhibit 10.4 to the Company's Form S-8 Registration Statement \(No. 333-174812\), is hereby incorporated by reference.](#)
- 10.11+ [Letter Agreement, dated January 16, 2012, by and between Spirit Airlines, Inc. and Jim Lynde, filed as Exhibit 10.27 to the Company's Form 10-K dated February 20, 2014, is hereby incorporated by reference.](#)
- 10.12+ [Separation and Transition Agreement with Tony Lefebvre, dated April 29, 2013, filed as Exhibit 10.4 to the Company's Form 10-Q dated July 26, 2013, is hereby incorporated by reference.](#)
- 10.13 [Framework Agreement, dated as of October 1, 2014 by and between Spirit Airlines, Inc., BNP Paribas, New York Branch, Landesbank Hessen-Thuringen Girozentrale, Natixis, New York Branch, KfW IPEX-Bank GmbH, Investec Bank PLC and Wilmington Trust Company, filed as Exhibit 10.1 to the Company's Form 10-Q dated October 28, 2014, is hereby incorporated by reference.](#)
- 10.14 [Form of Performance Share Award Grant Notice and Performance Share Award Agreement for awards under the Spirit Airlines, Inc. 2015 Incentive Award Plan, filed as Exhibit 10.2 to the Company's Form 10-Q dated July 24, 2015, is hereby incorporated by reference.](#)
- 10.15 [Form of Restricted Stock Unit Award Grant Notice and Restricted Stock Unit Award Agreement for awards under the Spirit Airlines, Inc. 2015 Incentive Award Plan, filed as Exhibit 10.3 to the Company's Form 10-Q dated July 24, 2015, is hereby incorporated by reference.](#)
- 10.16 [Form of Annual Cash Award Grant Notice and Annual Cash Award Agreement for awards under the Spirit Airlines, Inc. 2015 Incentive Award Plan, filed as Exhibit 10.4 to the Company's Form 10-Q dated July 24, 2015, is hereby incorporated by reference.](#)
- 10.17 [Non-Employee Director Form of Restricted Stock Unit Award Grant Notice and Restricted Stock Unit Award Agreement for awards under the Spirit Airlines, Inc. 2015 Incentive Award Plan, filed as Exhibit 10.5 to the Company's Form 10-Q dated July 24, 2015, is hereby incorporated by reference.](#)
- 10.18 [Form of Restricted Stock Award Grant Notice and Restricted Stock Award Agreement for awards under the Spirit Airlines, Inc. 2011 Equity Incentive Award Plan, filed as Exhibit 10.6 to the Company's Form 10-Q dated July 24, 2015, is hereby incorporated by reference.](#)
- 10.19+ [Robert L. Fornaro Employment Agreement, filed as Exhibit 10.35 to the Company's Form 10-K dated February 17, 2016, is hereby incorporated by reference.](#)
- 10.20+ [B. Ben Baldanza Separation Agreement, filed as Exhibit 10.36 to the Company's Form 10-K dated February 17, 2016, is hereby incorporated by reference.](#)
- 10.21 [Spirit Airlines, Inc. 2017 Executive Severance Plan, filed as Exhibit 10.1 to the Company's Form 8-K dated August 22, 2017, is hereby incorporated by reference.](#)
- 10.22 [Form of Performance Award Grant Notice and Performance Award Agreement under the Spirit Airlines, Inc. 2015 Equity Incentive Award Plan, filed as Exhibit 10.41 to the Company's Form 10-K dated February 13, 2018, is hereby incorporated by reference.](#)
- 10.23 [Form of Severance and Release Agreement, filed as Exhibit 10.42 to the Company's Form 10-K dated February 13, 2018, is hereby incorporated by reference.](#)

[Aircraft Sale Agreement, dated as of March 28, 2018, among Spirit Airlines, Inc. as Buyer and Wilmington Trust Company \(acting not in its individual capacity, but solely as owner trustee under each Trust Agreement\) as Sellers and AerCap Global Aviation Trust as Owner Participant; Aircraft Make and Model: 14 used Airbus model A319-100; Aircraft Manufacturer's Serial Numbers: 2433, 2470, 2473, 2485, 2490, 2673, 2679, 2704, 2711, 2978, 3007, 3017, 3026 and 3165; Make and Model of Engines: International Aero Engines AG \(IAE\) model V2524-A5, filed as Exhibit 10.1 to the Company's Form 10-Q dated April 26, 2018, is hereby incorporated by reference.](#)

10.24†

[Letter Agreement, effective January 1, 2018, by and between Spirit Airlines, Inc. and Edward M. Christie III, filed as Exhibit 10.2 to the Company's Form 10-Q dated April 26, 2018, is hereby incorporated by reference.](#)

10.25+

[Amendment No. 26 to Navitaire Hosted Services Agreement, effective as of February 1, 2018, by and between Navitaire LLC and Spirit Airlines, Inc., filed as Exhibit 10.3 to the Company's Form 10-Q/A dated June 12, 2018, is hereby incorporated by reference.](#)

[Rocky B. Wiggins Offer Letter, filed as Exhibit 10.1 to the Company's Form 10-Q dated October 24, 2018, is hereby incorporated by reference.](#)

10.27+

[Scott M. Haralson Offer Letter, filed as Exhibit 10.2 to the Company's Form 10-Q dated October 24, 2018, is hereby incorporated by reference.](#)

10.28+

[Edward M. Christie Employment Agreement Amendment, filed as Exhibit 10.1 to the Company's Form 10-K dated February 13, 2019, is hereby incorporated by reference.](#)

10.29+

[Robert L. Fornaro Employment Agreement Amendment, filed as Exhibit 10.2 to the Company's Form 10-K dated February 13, 2019, is hereby incorporated by reference.](#)

10.30+

[Credit and Guaranty Agreement, dated as of March 30, 2020, between Citibank, N.A., as Administrative Agent and Wilmington Trust, National Association, as Collateral Agent, filed as Exhibit 10.1 to the Company's Form 10-Q dated May 6, 2020, is hereby incorporated by reference.](#)

10.31

[Payroll Support Program Agreement, dated April 20, 2020, between the Company and the United States Department of the Treasury, filed as Exhibit 10.2 to the Company's Form 10-Q dated May 6, 2020, is hereby incorporated by reference.](#)

10.32

[Promissory Note, dated April 20, 2020, issued by the Company in the name of the United States Department of the Treasury, filed as Exhibit 10.3 to the Company's Form 10-Q dated May 6, 2020, is hereby incorporated by reference.](#)

10.33

[Matt Klein Offer Letter, filed as Exhibit 10.4 to the Company's Form 10-Q dated May 6, 2020, is hereby incorporated by reference.](#)

10.34+

[Payroll Support Program Agreement, dated January 15, 2021, between the Company and the United States Department of the Treasury, filed as Exhibit 10.53 to the Company's Form 10-K dated February 10, 2021, is hereby incorporated by reference.](#)

10.35

[Promissory Note, dated January 12, 2021, issued by the Company in the name of the United States Department of the Treasury, filed as Exhibit 10.54 to the Company's Form 10-K dated February 10, 2021 is hereby incorporated by reference.](#)

10.36

[First Amendment to Credit and Guaranty Agreement, dated as of March 12, 2021, among Spirit Airlines, Inc., the lenders party thereto, Citibank, N.A., as administrative agent and issuing lender, and Wilmington Trust, National Association, as collateral agent, filed as Exhibit 10.1 to the Company's Form 8-K dated March 18, 2021, is hereby incorporated by reference.](#)

10.37†

[Payroll Support Program Agreement, dated April 29, 2021, between the Company and the United States Department of the Treasury, filed as Exhibit 10.1 to the Company's Form 10-Q dated July 28, 2021, is hereby incorporated by reference.](#)

[122](#)

**Notes to Financial Statements—(Continued)**

- 10.39 [Promissory Note, dated April 29, 2021, issued by the Company in the name of the United States Department of the Treasury, filed as Exhibit 10.2 to the Company's Form 10-Q dated July 28, 2021, is hereby incorporated by reference.](#)
- 10.40+ [Melinda Grindle Offer Letter, filed as Exhibit 10.58 to the Company's Form 10-K dated February 8, 2022, is hereby incorporated by reference.](#)
- 10.41 [Termination Agreement, dated July 27, 2022, by and among Frontier Group Holdings, Inc., Top Gun Acquisition Corp. and Spirit Airlines, Inc., filed as Exhibit 10.1 to the Company's Form 8-K dated July 28, 2022, is hereby incorporated by reference.](#)
- 10.42† [Second Amendment to Credit and Guaranty Agreement, dated as of November 18, 2022, among Spirit Airlines, Inc. and Citibank, N.A., as Administrative Agent, filed as exhibit 10.60 to the Company's Form 10-K dated February 6, 2023, is hereby incorporated by reference.](#)
- 10.43† [Aircraft Sale and Purchase Agreement, dated January 13, 2023, by and between Spirit Airlines, Inc. and Gryphon Trading Company, LLC, filed as exhibit 10.61 to the Company's Form 10-K dated February 6, 2023, is hereby incorporated by reference.](#)
- 10.44† [Airbus A320 NEO Family Purchase Agreement, dated as of December 20, 2019, between Airbus S.A.S. and Spirit Airlines, Inc., as amended by Amendment No. 1 dated as of June 24, 2020, together with the amended and restated Letter Agreement No. 8, dated as of December 20, 2019, filed as Exhibit 10.1 to the Company's Form 10-Q dated July 22, 2020 and Amendment No. 6 dated as of July 31, 2023, together with the Second Amended and Restated Letter Agreement No. 4, dated as of July 31, 2023, filed as exhibit 10.1 to the Company's Form 10-Q, dated October 26, 2023, is hereby incorporated by reference.](#)
- 10.45† [Amended and Restated V2500 General Terms of Sale, dated as of October 1, 2013, by and between Spirit Airlines, Inc. and IAE International Aero Engines AG, as supplemented by Side Letter No. 1 dated as of October 1, 2013.](#)
- 10.46† [Amended and Restated Fleet Hour Agreement, dated as of October 1, 2013, by and between Spirit Airlines, Inc. and IAE International Aero Engines AG, as supplemented by Side Letter No. 1 dated as of October 1, 2013.](#)
- 10.47† [V2500 General Terms of Sale, dated as of October 1, 2013, by and between Spirit Airlines, Inc. and IAE International Aero Engines AG, as supplemented by Side Letter No. 1 dated as of October 1, 2013 and Side Letter No. 2 dated as of October 1, 2013.](#)
- 10.48† [Fleet Hour Agreement, dated as of October 1, 2013, by and between Spirit Airlines, Inc. and IAE International Aero Engines AG, as supplemented by Side Letter No. 1 dated as of October 1, 2013.](#)
- 10.49† [PurePower PW1100G Engine Purchase Support Agreement, dated as of October 1, 2013, by and between the Company and United Technologies Corporation, acting through its Pratt & Whitney Division.](#)
- 10.50† [Hosted Services Agreement, dated as of February 28, 2007, between Spirit Airlines, Inc. and Navitaire Inc., as amended by Amendment No. 1 dated as of October 23, 2007, Amendment No. 2 dated as of May 15, 2008, Amendment No. 3 dated as of November 21, 2008, Amendment No. 4 dated as of August 17, 2009 and Amendment No. 5 dated November 4, 2009.](#)
- 10.51† [Signatory Agreement, dated as of May 21, 2009, between Spirit Airlines, Inc. and U.S. Bank National Association, as amended by First Amendment dated January 18, 2010.](#)
- 10.52† [Terms and Conditions for Worldwide Acceptance of the American Express Card by Airlines, dated September 4, 1998, between Spirit Airlines, Inc. and American Express Travel Related Services Company, Inc., as amended January 1, 2003 and August 28, 2003.](#)
- 10.53† [Lease, dated as of June 17, 1999, between Sunbeam Development Corporation and Spirit Airlines, Inc., as amended by Lease Modification and Contraction Agreement dated as of May 7, 2009.](#)
- 10.54† [Lease Modification and Extension Agreement, dated as of September 26th, 2013, between Sunbeam Development Corporation and Spirit Airlines, Inc.](#)
- 10.55† [Lease, dated as of September 26th, 2013, between Sunbeam Development Corporation and Spirit Airlines, Inc.](#)

Airbus A320 Family Purchase Agreement, dated as of May 5, 2004, between AVSA, S.A.R.L. and Spirit Airlines, Inc.; as amended by Amendment No. 1 dated as of December 21, 2004, Amendment No. 2 dated as of April 15, 2005, Amendment No. 3 dated as of June 30, 2005, Amendment No. 4 dated as of October 27, 2006 (as amended by Letter Agreement No. 1, dated as of October 27, 2006, to Amendment No. 4 and Letter Agreement No. 2, dated as of October 27, 2006, to Amendment No. 4), Amendment No. 5 dated as of March 5, 2007, Amendment No. 6 dated as of March 27, 2007, Amendment No. 7 dated as of June 26, 2007 (as amended by Letter Agreement No. 1, dated as of June 26, 2007, to Amendment No. 7), Amendment No. 8 dated as of February 4, 2008, Amendment No. 9 dated as of June 24, 2008 (as amended by Letter Agreement No. 1, dated as of June 24, 2008, to Amendment No. 9) and Amendment No. 10 dated July 17, 2009 (as amended by Letter Agreement No. 1, dated as of July 17, 2009, to Amendment No. 10), and as supplemented by Letter Agreement No. 1 dated as of May 5, 2004, Letter Agreement No. 2 dated as of May 5, 2004, Letter Agreement No. 3 dated as of May 5, 2004, Letter Agreement No. 4 dated as of May 5, 2004, Letter Agreement No. 5 dated as of May 5, 2004, Letter Agreement No. 6 dated as of May 5, 2004, Letter Agreement No. 7 dated as of May 5, 2004, Letter Agreement No. 8 dated as of May 5, 2004, Letter Agreement No. 9 dated as of May 5, 2004, Letter Agreement No. 10 dated as of May 5, 2004 and Letter Agreement No. 11 dated as of May 5, 2004, as further amended by Amendment No. 11 dated as of December 29, 2011 (as amended by Letter Agreement No. 1 dated as of December 29, 2011, Letter Agreement No. 2 dated as of December 29, 2011, Letter Agreement No. 3 dated as of December 29, 2011, Letter Agreement No. 4 dated as of December 29, 2011, Letter Agreement No. 5 dated as of December 29, 2011, Letter Agreement No. 6 dated as of December 29, 2011, Letter Agreement No. 7 dated as of December 29, 2011 and Letter Agreement No. 8 dated as of December 29, 2011); Amendment No. 12, dated as of June 29, 2012; Amendment No. 13, dated as of January 10, 2013; and Amendment No. 14, dated as of June 20, 2013; and Amendment No. 15 dated as of November 21, 2013; Amendment No. 16 dated as of December 17, 2013; Amendment No. 17 dated as of March 11, 2014; Amendment No. 18 dated as of July 31, 2014; Amendment No. 19 dated as of August 21, 2015; Amendment No. 20 dated as of April 27, 2016, and Amendment No. 26 dated as of June 24, 2020, filed as Exhibit 10.2 to the Company's Form 10-Q dated July 22, 2020, which is hereby incorporated by reference.

10.56†

Addendum and Amendment to the Agreement Governing Acceptance of the American Express Card by Airlines, dated as of June 24, 2011, by and between Spirit Airlines, Inc. and American Express Travel Related Services Company, Inc.

10.57†

Second Amendment to Signatory Agreement, effective as of September 6, 2011, by and between the Company and U.S. Bank, National Association.

21.0

Subsidiaries of the Registrant.

23.1

Consent of Ernst & Young LLP, independent registered public accounting firm.

31.1

Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

31.2

Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

32.1\*

Certifications pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

97.1

Spirit Airlines, Inc. Dodd-Frank Clawback Policy

101.INS

XBRL Instance Document - The instance document does not appear in the interactive data file because its XBRL tags are embedded within the inline XBRL document.

101.SCH

XBRL Taxonomy Extension Schema

101.CAL

XBRL Taxonomy Extension Calculation Linkbase

101.DEF

XBRL Taxonomy Extension Definition Linkbase Document.

101.LAB

XBRL Taxonomy Extension Label Linkbase

101.PRE

XBRL Taxonomy Extension Presentation Linkbase

**Notes to Financial Statements—(Continued)**

- † Confidential treatment granted for certain portions of this Exhibit pursuant to Rule 406 under the Securities Act or Rule 24b-2 under the Exchange Act, which portions are omitted and filed separately with the Securities and Exchange Commission.
- + Indicates a management contract or compensatory plan or arrangement.
- \* Exhibits 32.1 is being furnished and shall not be deemed to be “filed” for purposes of Section 18 of the Exchange Act, or otherwise subject to the liability of that section, nor shall such exhibits be deemed to be incorporated by reference in any registration statement or other document filed under the Securities Act or the Exchange Act, except as otherwise specifically stated in such filing.

**SIGNATURES**

Pursuant to the requirements of Section 13 or Section 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: February 9, 2024

**SPIRIT AIRLINES, INC.**

By:

/s/ Scott M. Haralson

Scott M. Haralson

Executive Vice President and Chief Financial Officer

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Edward Christie, Scott Haralson and Thomas Canfield, and each of them, their true and lawful attorneys-in-fact, each with full power of substitution, for them in any and all capacities, to sign any amendments to this report on Form 10-K and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact or their substitute or substitutes may do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed by the following persons on behalf of the registrant in the capacities and on the dates indicated

<u><b>Signature</b></u>	<u><b>Title</b></u>	<u><b>Date</b></u>
/s/ Edward M. Christie Edward M. Christie	President, Chief Executive Officer and Director (Principal Executive Officer)	February 9, 2024
/s/ Scott M. Haralson Scott M. Haralson	Executive Vice President, Chief Financial Officer (Principal Financial Officer)	February 9, 2024
/s/ Brian J. McMenamy Brian J. McMenamy	Vice President, Controller (Principal Accounting Officer)	February 9, 2024
/s/ H. McIntyre Gardner H. McIntyre Gardner	Director (Chairman of the Board)	February 9, 2024
/s/ Mark B. Dunkerley Mark B. Dunkerley	Director	February 9, 2024
/s/ Robert D. Johnson Robert D. Johnson	Director	February 9, 2024
/s/ Barclay G. Jones Barclay G. Jones	Director	February 9, 2024
/s/ Christine P. Richards Christine P. Richards	Director	February 9, 2024
/s/ Myrna M. Soto Myrna M. Soto	Director	February 9, 2024
/s/ Dawn M. Zier Dawn M. Zier	Director	February 9, 2024

**BRIEF DESCRIPTION OF ALL SECURITIES REGISTERED UNDER SECTION 12 OF THE EXCHANGE ACT****General**

As of February 1, 2024, there were 111,602,429 shares of our voting common stock issued, 109,477,999 shares of our voting common stock outstanding and no shares of our non-voting common stock issued and outstanding.

Our amended and restated certificate of incorporation authorizes us to issue up to 240,000,000 shares of voting common stock, \$0.0001 par value per share, 50,000,000 shares of non-voting common stock, \$0.0001 par value per share, and 10,000,000 shares of preferred stock, \$0.0001 par value per share. All of our issued and outstanding shares of common stock and preferred stock, if any, are duly authorized, validly issued, fully paid and non-assessable. Our shares of voting common stock and non-voting common stock are not redeemable and do not have preemptive rights.

The remaining shares of authorized and unissued capital stock are available for future issuance, subject to our amended and restated certificate of incorporation, amended and restated bylaws and applicable law, including any regulations governing the exchange on which our shares of capital stock are then listed. While the additional shares are not designed to deter or prevent a change of control, under some circumstances we could use the additional shares to create voting impediments or to frustrate persons seeking to effect a takeover or otherwise gain control by, for example, issuing those shares in private placements to purchasers who might side with our board of directors in opposing a hostile takeover bid.

The following description of our capital stock and provisions of our amended and restated certificate of incorporation and amended and restated bylaws summarize the material terms and provisions of our capital stock. Such descriptions are qualified by reference to the amended and restated certificate of incorporation and the amended and restated bylaws, copies of which have been filed with the Securities and Exchange Commission (the "SEC").

**Voting Common Stock**

*Dividend Rights.* Holders of our voting common stock are entitled to receive dividends, if any, as may be declared from time to time by our board of directors out of legally available funds ratably with shares of our non-voting common stock, subject to preferences that may be applicable to any then outstanding preferred stock and limitations under the Delaware General Corporation Law.

*Voting Rights.* Each holder of our voting common stock is entitled to one vote for each share on all matters submitted to a vote of the stockholders, including the election of directors. Our

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stockholders do not have cumulative voting rights in the election of directors. Accordingly, holders of a majority of the voting shares are able to elect all of the directors properly up for election at any given stockholders' meeting.

*Liquidation.* In the event of our liquidation, dissolution or winding up, holders of our voting common stock will be entitled to share ratably with shares of our non-voting common stock in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities and the satisfaction of any liquidation preference granted to the holders of any then outstanding shares of preferred stock.

*Rights and Preferences.* Holders of our voting common stock have no preemptive, conversion, subscription or other rights, and there are no redemption or sinking fund provisions applicable to our voting common stock. The rights, preferences and privileges of the holders of our voting common stock are subject to and may be adversely affected by, the rights of the holders of shares of any series of our preferred stock that we may designate in the future.

#### **Non-Voting Common Stock**

*Dividend Rights.* Holders of our non-voting common stock are entitled to receive dividends, if any, as may be declared from time to time by our board of directors out of legally available funds ratably with shares of our voting common stock, subject to preferences that may be applicable to any then outstanding preferred stock and limitations under the Delaware General Corporation Law.

*Voting Rights.* Shares of our non-voting common stock are not entitled to vote on any matters submitted to a vote of the stockholders, including the election of directors, except to the extent required under the Delaware General Corporation Law.

*Conversion Rights.* Shares of our non-voting common stock are convertible on a share-for-share basis into voting common stock at the election of the holder. Please see “—Limited Voting by Foreign Owners.”

*Liquidation.* In the event of our liquidation, dissolution or winding up, holders of our non-voting common stock will be entitled to share ratably with shares of our voting common stock in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities and the satisfaction of any liquidation preference granted to the holders of any then outstanding shares of preferred stock.

*Rights and Preferences.* Holders of our non-voting common stock have no preemptive, subscription or other rights, and there are no redemption or sinking fund provisions applicable to our non-voting common stock. The rights, preferences and privileges of the holders of our non-

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voting common stock are subject to and may be adversely affected by, the rights of the holders of shares of any series of our preferred stock that we may designate in the future.

### **Preferred Stock**

Under our amended and restated certificate of incorporation, our board of directors has the authority, without further action by our stockholders, to issue up to 10,000,000 shares of preferred stock, par value \$0.0001 per share, in one or more series and to fix the rights, preferences, privileges and restrictions thereof. These rights, preferences and privileges could include dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences, sinking fund terms and the number of shares constituting any series or the designation of such series, any or all of which may be greater than the rights of common stock. Our issuance of preferred stock could adversely affect the voting power of holders of common stock and the likelihood that such holders will receive dividend payments and payments upon liquidation. In addition, the issuance of preferred stock could have the effect of delaying, deferring or preventing a change of control of our company or other corporate action.

### **Anti-Takeover Provisions of Our Certificate of Incorporation and Bylaws**

Our amended and restated certificate of incorporation provides for our board of directors to be divided into three classes, with staggered three-year terms. Only one class of directors will be elected at each annual meeting of our stockholders, with the other classes continuing for the remainder of their respective three-year terms. Because our stockholders do not have cumulative voting rights, our stockholders holding a majority of the shares of voting common stock outstanding will be able to elect all of our directors up for election at any given stockholders' meeting. At any given stockholders' meeting for the election of directors at which a quorum is present, a plurality of the votes cast shall be sufficient to elect a director up for election. Except as otherwise required by applicable law or the rights and preferences of any then-outstanding preferred stock, our amended and restated certificate of incorporation and amended and restated bylaws provide that a director may be removed from the board of directors with cause by a majority vote of the shares of voting common stock outstanding, but vacancies may only be filled by the board of directors. Our amended and restated certificate of incorporation and amended and restated bylaws provide that all stockholder action must be effected at a duly called meeting of stockholders and not by a consent in writing, and that only our corporate secretary, upon the direction of our board of directors, or the Chairman of the Board may call a special meeting of stockholders. Our amended and restated bylaws also establish advance notice procedures with regard to all stockholder proposals to be brought before meetings of our stockholders, including proposals for the nomination of candidates for election as directors, all of which must be brought in a timely manner. Timely, for purposes of our amended and restated bylaws, generally means delivery of notice to us not less than 90 days nor more than 120 days prior to the first anniversary of the prior year's annual meeting date.

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Our amended and restated certificate of incorporation and amended and restated bylaws requires a 66 2/3% stockholder vote for the amendment, repeal or modification of certain provisions of our amended and restated certificate of incorporation and amended and restated bylaws including, among other things, relating to the classification of our board of directors, the requirement that stockholder actions be effected at a duly called meeting, and the designated parties entitled to call a special meeting of the stockholders. The combination of the classification of our board of directors, the lack of cumulative voting and the 66 2/3% stockholder voting requirements make it more difficult for our stockholders to replace our board of directors as well as for another party to obtain control of us by replacing our board of directors. Because our board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult for stockholders or another party to effect a change in management. In addition, the authorization of undesignated preferred stock makes it possible for our board of directors to issue preferred stock with voting or other rights or preferences that could impede the success of any attempt to change our control.

These provisions may have the effect of deterring hostile takeovers or delaying changes in our control or management. These provisions are intended to enhance the likelihood of continued stability in the composition of our board of directors and its policies and to discourage certain types of transactions that may involve an actual or threatened acquisition of us. These provisions are designed to reduce our vulnerability to an unsolicited acquisition proposal. The provisions also are intended to discourage certain tactics that may be used in proxy fights. However, such provisions could have the effect of discouraging others from making tender offers for our shares and, as a consequence, they also may inhibit fluctuations in the market price of our shares that could result from actual or rumored takeover attempts. Such provisions may also have the effect of preventing changes in our management.

*Section 203 of the Delaware General Corporation Law.* We are subject to Section 203 of the Delaware General Corporation Law, which prohibits a Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years after the date that such stockholder became an interested stockholder, with the following exceptions:

- before such date, the board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested stockholder;
  - upon completion of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction began, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned (i) by
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persons who are directors and also officers and (ii) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

- on or after such date, the business combination is approved by the board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock that is not owned by the interested stockholder.

In general, Section 203 defines business combination to include the following:

- any merger or consolidation involving (i) the corporation or any majority-owned subsidiary of the corporation and (ii) the interested stockholder or any other corporation, partnership, unincorporated association or other entity if the merger or consolidation is caused by the interested stockholder;
- any sale, lease, exchange, mortgage, pledge, transfer or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;
- subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation or by any majority-owned subsidiary of the corporation of any stock of the corporation to the interested stockholder;
- any transaction involving the corporation or any majority-owned subsidiary of the corporation that has the effect of increasing the proportionate share of the stock or any class or series, or securities convertible into the stock of any class or series, of the corporation, or of any such subsidiary, beneficially owned by the interested stockholder; or
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation or any majority-owned subsidiary.

In general, Section 203 defines an “interested stockholder” as an entity or person who, together with the person’s affiliates and associates, beneficially owns, or within three years prior to the time of determination of interested stockholder status did own, 15% or more of the outstanding voting stock of the corporation.

#### **Limited Voting by Foreign Owners**

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To comply with restrictions imposed by federal law on foreign ownership of U.S. airlines, our amended and restated certificate of incorporation and amended and restated bylaws restrict voting of shares of our capital stock by non-U.S. citizens. The restrictions imposed by federal law currently require that no more than 25% of our voting stock be voted, directly or indirectly, by persons who are not U.S. citizens, and that our president and at least two-thirds of the members of our board of directors and senior management be U.S. citizens. Our amended and restated bylaws provide that no shares of our capital stock may be voted by or at the direction of non-U.S. citizens unless such shares are registered on a separate stock record, which we refer to as the foreign stock record. Our amended and restated bylaws further provide that no shares of our capital stock will be registered on the foreign stock record if the amount so registered would exceed the foreign ownership restrictions imposed by federal law.

### **Delaware as Sole and Exclusive Forum**

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware shall be the sole and exclusive forum for (a) any derivative action or proceeding brought on behalf of us, (b) any action asserting a claim of breach of a fiduciary duty owed by any of our directors or officers to us or our stockholders, (c) any action asserting a claim against us arising pursuant to any provision of the Delaware General Corporation Law or our amended and restated certificate of incorporation or amended and restated bylaws or (d) any action asserting a claim against us governed by the internal affairs doctrine. As a result, any action brought by any of our stockholders with regard to any of these matters will need to be filed in the Court of Chancery of the State of Delaware and cannot be filed in any other jurisdiction.

### **Limitations of Liability and Indemnification**

Our amended and restated certificate of incorporation contains provisions that limit the liability of our directors for monetary damages to the fullest extent permitted by the Delaware General Corporation Law. Consequently, our directors will not be personally liable to us or our stockholders for monetary damages for any breach of fiduciary duties as directors, except liability for:

- any breach of the director's duty of loyalty to us or our stockholders;
  - any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
  - unlawful payments of dividends or unlawful stock repurchases or redemptions as provided in Section 174 of the Delaware General Corporation Law; or
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- any transaction from which the director derived an improper personal benefit.

Our amended and restated certificate of incorporation provides that we may indemnify our directors and officers, in each case to the fullest extent permitted by the Delaware General Corporation Law. Our amended and restated bylaws also provide that we are obligated to indemnify our directors and officers to the fullest extent permitted by the Delaware General Corporation Law and advance expenses incurred by a director or officer in advance of the final disposition of any action or proceeding, and they permit us to secure insurance on behalf of any officer, director, employee or other agent for any liability arising out of his or her actions in that capacity regardless of whether we would otherwise be permitted to indemnify him or her under the provisions of the Delaware General Corporation Law. We have entered into agreements to indemnify our directors, executive officers and other employees as determined by our board of directors. With specified exceptions, these agreements provide for indemnification for related expenses including, among other things, attorneys' fees, judgments, fines and settlement amounts incurred by any of these individuals in any action or proceeding. We believe that these limitation of liability provisions and indemnification agreements are necessary to attract and retain qualified persons as directors and officers. We also maintain directors' and officers' liability insurance.

The limitation of liability and indemnification provisions in our amended and restated certificate of incorporation, amended and restated bylaws and indemnification agreements may discourage stockholders from bringing a lawsuit against our directors and officers for breach of their fiduciary duty.

Our amended and restated certificate of incorporation provides that any such lawsuit must be brought in the Court of Chancery of the State of Delaware. However, because the applicability of the exclusive forum provision is limited to the extent permitted by applicable law, we do not intend for the exclusive forum provision to apply to suits brought to enforce any duty or liability created by the Securities Exchange Act of 1934, as amended, or any other claim for which the federal courts have exclusive jurisdiction, and acknowledge that federal courts have concurrent jurisdiction over all suits brought to enforce any duty or liability created by the Securities Act. We note that there is uncertainty as to whether a court would enforce the provision as it applies to the Securities Act of 1933, as amended (the "Securities Act") and that stockholders cannot waive compliance with the federal securities laws and the rules and regulations thereunder. The foregoing provisions may also reduce the likelihood of derivative litigation against our directors and officers, even though an action, if successful, might benefit us and other stockholders.

Further, a stockholder's investment may be adversely affected to the extent that we pay the costs of settlement and damage awards against directors and officers as required by these indemnification provisions. Insofar as indemnification for liabilities arising under the Securities

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Act may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that, in the opinion of the SEC, such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. At present, there is no pending litigation or proceeding involving any of our directors, officers or employees for which indemnification is sought, and we are not aware of any threatened litigation that may result in claims for indemnification.

#### **Market Listing**

Our common stock is listed and traded on the New York Stock Exchange under the symbol “SAVE.”

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED:

[\*\*\*]

**A320 NEO FAMILY**

**P U R C H A S E A G R E E M E N T**

**B E T W E E N**

**A I R B U S S . A . S .**

as Seller

**A N D**

**S P I R I T A I R L I N E S , I N C .**

as Buyer

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## **CONTENTS**

### **CLAUSES TITLES**

**0 DEFINITIONS AND INTERPRETATION**

**1 SALE AND PURCHASE**

**2 SPECIFICATION**

**3 PRICES**

**4 PRICE REVISION**

**5 PAYMENTS**

**6 MANUFACTURE PROCEDURE - INSPECTION**

**7 CERTIFICATION**

**8 TECHNICAL ACCEPTANCE**

**9 DELIVERY**

PRIVILEGED AND CONFIDENTIAL

---

**10 EXCUSABLE DELAY**

**11 NON-EXCUSABLE DELAY**

**12 WARRANTIES AND SERVICE LIFE POLICY**

**13 PATENT AND COPYRIGHT INDEMNITY**

**14 OEM TECHNICAL DATA AND BUYER DATA**

**15 SELLER REPRESENTATIVES SERVICES**

**16 TRAINING SUPPORT AND SERVICES**

**17 EQUIPMENT SUPPLIER PRODUCT SUPPORT**

**18 BUYER FURNISHED EQUIPMENT**

**19 INDEMNIFICATION AND INSURANCE**

**20 TERMINATION**

**21 ASSIGNMENTS AND TRANSFERS**

**22 MISCELLANEOUS PROVISIONS**

[\*\*\*] Page 3/109

PRIVILEGED AND CONFIDENTIAL

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**CONTENTS**

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**EXHIBITS TITLES**

**Exhibit A SPECIFICATION**

**Exhibit B1 FORM OF SPECIFICATION CHANGE NOTICE**

**Exhibit B2 FORM OF A MANUFACTURER SPECIFICATION CHANGE NOTICE**

**Exhibit C PART 1 SELLER PRICE REVISION FORMULA**

**PART 2 PROPULSION SYSTEMS PRICE REVISION FORMULA - CFM**

**PART 3 PROPULSION SYSTEMS PRICE REVISION FORMULA - IAE**

**Exhibit D FORM OF CERTIFICATE OF ACCEPTANCE**

**Exhibit E FORM OF BILL OF SALE**

**Exhibit F SERVICE LIFE POLICY - LIST OF ITEMS**

**Exhibit G TECHNICAL DATA INDEX**

**Exhibit H MATERIAL SUPPLY AND SERVICES**

**Exhibit I LICENSES AND ON LINE SERVICES**

**Exhibit J AIRBUS S.A.S BILL OF SALE WARRANTY**

**Exhibit K FORM OF AWA**

[\*\*\*] Page 4/109

PRIVILEGED AND CONFIDENTIAL

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**A320 NEO FAMILY PURCHASE AGREEMENT**

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This A320 NEO Family Purchase Agreement (the "**Agreement**") is made on December 20, 2019, between **Airbus SAS**, a French société par actions simplifiée, with its registered office at 2, rond-point Emile Dewoitine, 31700 Blagnac, France, registered with the Commercial and Companies Register of Toulouse under number 383 474 814 (the "**Seller**"), and **Spirit Airlines, Inc.**, a company organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (the "**Buyer**").

**WHEREAS** subject to the terms and conditions of this Agreement, the Seller desires to sell the Aircraft to the Buyer and the Buyer desires to purchase the Aircraft from the Seller.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

**0 - DEFINITIONS**

**0 - DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided, the following terms will have the following meanings:

Affiliate - with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control with such person or entity.

Airbus Goods and Services - any goods, excluding Aircraft, and services that may be purchased by the Buyer from the Seller or its Affiliates (excluding Airbus Canada).

AirbusWorld - as defined in Clause 14.10.1.

Aircraft - any or all of the Airbus A319 NEO Aircraft, A320 NEO Aircraft or A321 NEO Aircraft to be sold by the Seller and purchased by the Buyer pursuant to this Agreement, including the Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the Propulsion Systems installed thereon upon Delivery.

Aircraft Training Services - all flight support services including but not limited to any and all training courses, flight training, flight assistance, line training, line assistance

and more generally all flights of any kind performed by the Seller, its agents, employees or subcontractors, and maintenance support, maintenance training (including Practical Training), training support of any kind performed on aircraft and provided to the Buyer pursuant to this Agreement.

Airframe - any Aircraft, excluding the Propulsion Systems therefor.

AirN@y Family - as defined in Clause 14.9.1.

Approved BFE Supplier - as defined in Clause 18.1.1.1.

ATA Specification - recommended specifications developed by the Air Transport Association of America reflecting consensus in the commercial Aviation industry on accepted means of communicating information, conducting business, performing operations and adhering to accepted practices.

Aviation Authority - when used with respect to any jurisdiction, the government entity that, under the laws of such jurisdiction, has regulatory control over civil aviation and the registration, airworthiness or operation of civil aircraft in such jurisdiction.

A319 NEO Aircraft - an A319-100N type aircraft delivered or to be delivered under this Agreement, including the Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the Propulsion Systems installed thereon upon Delivery.

A319 NEO Standard Specification - the A319-100N standard specification document Number J.000.01000N, Issue 1.1, dated June 13, 2018, a copy of which has been annexed hereto as Exhibit A.

A320 NEO Aircraft - an A320-200N type aircraft delivered or to be delivered under this Agreement, including the Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the Propulsion Systems installed thereon upon Delivery.

A320 NEO Standard Specification - the A320-200N standard specification document Number D.000.02000N, Issue 1.1, dated June 13, 2018, a copy of which has been annexed hereto as Exhibit A.

A321 NEO Aircraft - an A321-200NX type aircraft delivered or to be delivered under this Agreement, including the Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the Propulsion Systems installed thereon upon Delivery.

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A321-200NX Standard Specification - the A321-200NX standard specification document Number E.000.02000NX, Issue 1.1, dated June 13, 2018, a copy of which has been annexed hereto as Exhibit A.

[\*\*\*] Page 6/109

PRIVILEGED AND CONFIDENTIAL

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Balance of the Final Price - as defined in Clause 5.4.

Base Price - for any Aircraft, Airframe, SCNs or Propulsion Systems, as more completely described in Clause 3.1.

BFE Data - as defined in Clause 14.3.2.1.

Business Day - with respect to any action to be taken hereunder, a day other than a Saturday, Sunday or other day designated as a holiday in the jurisdiction in which such action is required to be taken (limited to [\*\*\*]).

Buyer Furnished Equipment (BFE) - as defined in Clause 18.1.1.1.

BFE Engineering Definition - as defined in Clause 18.1.2.1.

BFE Supplier - as defined in Clause 18.1.1.1.

Buyer Party - means the Buyer, any guarantor of the Buyer's obligations hereunder or any assignor or assignee under Clause 21.5.

Certificate of Acceptance - as defined in Clause 8.3.

COC Data - as defined in Clause 14.8.

[\*\*\*] - the [\*\*\*] amounts described in Clause 5.2.

Contractual Definition Freeze or CDF - as defined in Clause 2.4.1.

Customization Milestones Chart - as defined in Clause 2.4.1.

Customer Services Catalogue (CSC) - means the then current customer services e-catalogue available in AirbusWorld.

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Declaration of Design and Performance or DDP - the documentation provided by an equipment manufacturer guaranteeing that the corresponding equipment meets the requirements of the Specification, the interface documentation as well as all the relevant certification requirements.

Delivery - the transfer of title to the Aircraft from the Seller to the Buyer in accordance with Clause 9.

Delivery Date - the date on which Delivery occurs.

Delivery Location - with respect to each Aircraft, the facilities of the Seller at the location of final assembly of such Aircraft.

[\*\*\*] Page 7/109

PRIVILEGED AND CONFIDENTIAL

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Development Changes - as defined in Clause 2.2.2.

[\*\*\*]

EASA - European Aviation Safety Agency or any successor thereto.

Embodiment Rank - The first Aircraft (and associated Scheduled Delivery Month) on which an SCN or MSCN is available for line-fit installation.

Excusable Delay - as defined in Clause 10.1.

Export Certificate of Airworthiness - an export certificate of airworthiness issued by the Aviation Authority of the Delivery Location for export of the Aircraft to the United States.

FAA - the U.S. Federal Aviation Administration, or any successor thereto.

Final Price - as defined in Clause 3.2.

Firm Aircraft - the Aircraft scheduled for delivery under Clause 9.1.1 on and as of the date of original execution of this Agreement.

Fleet Serial Numbers - as defined in Clause 14.2.1.

Goods and Services - any goods, excluding Aircraft, and services offered for sale by the Seller, its Affiliates (excluding Airbus Canada) or designees for purchase by its/their customers.

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Indemnitee - as defined in Clause 19.3.

Indemnitor - as defined in Clause 19.3.

Inhouse Warranty - as defined in Clause 12.1.7.1.

Inhouse Warranty Labor Rate - as defined in Clause 12.1.7.5 (b).

Interface Problem - as defined in Clause 12.4.1.

[\*\*\*]

LIBOR Rate - means, with respect to any payment, the rate appearing on Reuters Page LIBOR01 screen service (the successor page to Telerate page 3750) or any successor or substitute page of such page at approximately 11:00 a.m., London time, on the date such payment is due, as the rate for dollar deposits with a maturity of one month.

[\*\*\*] Page 8/109

PRIVILEGED AND CONFIDENTIAL

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Lien - means any liens, claims, charges, encumbrances or rights of others.

Losses - as defined in Clause 19.1.

Non-Excusable Delay - as defined in Clause 11.1.

Manufacture Facilities - means the various manufacture facilities of the Seller, its Affiliates or any subcontractor, where the Airframe or its parts are manufactured or assembled.

Manufacturer Specification Change Notice or MSCN - as set out in Clause 2.2.2.1.

Material - as defined in Clause 1.2 of Exhibit H.

Non-Excusable Delay - as defined in Clause 11.1.

[\*\*\*]

PEP - as defined in Clause 14.13.1.

Parties (the) -means the Buyer and the Seller

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Practical Training - as defined in the Airbus customer services catalogue.

Predelivery Payment - any of the payments required pursuant to Clause 5.3.

Predelivery Payment Reference Price - as defined in Clause 5.3.2.

Propulsion Systems - as defined in Clause 2.3.

Propulsion Systems Manufacturer - means the manufacturer of the Propulsion Systems.

Propulsion Systems Price Revision Formula - the Propulsion Systems price revision formula set forth in Part 2 of Exhibit C.

Ready for Delivery - with respect to any Aircraft, the time when (i) the Technical Acceptance Process has been completed in accordance with Clause 8 and (ii) all technical conditions required for the issuance of the Export Certificate of Airworthiness have been satisfied.

Reference Price - means the Reference Price of a set of Propulsion Systems as set out in Part 2 and 3 (as applicable) of Exhibit C.

Revision Service Period - as defined in Clause 14.5.

[\*\*] Page 9/109

PRIVILEGED AND CONFIDENTIAL

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Scheduled Delivery Month - as defined in Clause 9.1.

Scheduled Delivery Quarter - as defined in Clause 9.1.

Scheduled Delivery Period - the Scheduled Delivery Month or Scheduled Delivery Quarter, as applicable, of an Aircraft.

Seller Indemnitees - as defined in Clause 19.2.

Seller Price Revision Formula - the price revision formula set forth in Part 1 of Exhibit C.

Seller Representatives - the representatives of the Seller referred to in Clause 15.

Service Life Policy - as defined in Clause 12.2.

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Software Services - means the software services described in Clause 14.

Specification - either (a) the Standard Specification if no SCNs are applicable or (b) if SCNs are issued, the Standard Specification as amended by all applicable SCNs.

Specification Change Notice or SCN - as set out in Clause 2.2.1.

Standard Specification - the A319 NEO Standard Specification, the A320 NEO Standard Specification and the A321 NEO Standard Specification, as applicable.

Supplier - any supplier of Supplier Parts.

Supplier Part - as defined in Clause 12.3.1.2.

Supplier Product Support Agreement - as defined in Clause 12.3.1.3.

[\*\*\*]

Technical Data - as defined in Clause 14.1.

Termination Event - as defined in Clause 20.1.

[\*\*\*]

[\*\*\*]

Total Loss - as defined in Clause 10.4

[\*\*\*] Page 10/109

PRIVILEGED AND CONFIDENTIAL

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Training Conference - as defined in Clause 16.1.2.

Type Certificate - as defined in Clause 7.1

Warranted Part - as defined in Clause 12.1.1.

Warranty Period - as defined in Clause 12.1.3.

The definition of a singular in this Clause 0 will apply to plurals of the same words.

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References in this Agreement to an exhibit, schedule, article, section, subsection or clause refer to the appropriate exhibit or schedule to, or article, section, subsection or clause in this Agreement.

Each agreement defined in this Clause 0 will include all appendixes, exhibits and schedules thereto. If the prior written consent of any person is required hereunder for an amendment, restatement, supplement or other modification to any such agreement and the consent of each such person is obtained, references in this Agreement to such agreement shall be to such agreement as so amended, restated, supplemented or modified.

References in this Agreement to any statute, law, regulation, or the like will be to such statute, law, regulation, or the like as amended or modified and in effect at the time any such reference is operative.

The term "including" when used in this Agreement means "including without limitation" except when used in the computation of time periods.

Technical and trade terms not otherwise defined herein will have the meanings assigned to them as generally accepted in the aircraft manufacturing industry.

## **1 SALE AND PURCHASE**

The Seller shall sell and deliver to the Buyer, and the Buyer shall purchase and take delivery of the Aircraft from the Seller, subject to the terms and conditions contained in this Agreement.

[\*\*\*] Page 11/109

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## **2**

### **SPECIFICATION**

#### **2.1**

#### Aircraft Specification

Each Aircraft shall be manufactured in accordance with the applicable Standard Specification, as modified or varied at the date of this Agreement by the Specification Change Notices listed in Appendix 1 to Exhibit A. The Seller confirms that all listed SCNs will be available for incorporation into the Aircraft by time of first Aircraft Delivery unless otherwise specified in Appendix 1 to Exhibit A.

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2.2

Specification Amendment

The Specification may be further amended following signature of this Agreement in accordance with the terms of this Clause 2.

2.2.1

Specification Change Notice

The Specification may be amended following a request from Buyer (or per the terms of Clause 7.3) and by written agreement between the parties in a Specification Change Notice ("**SCN**"). Each SCN shall be substantially in the form set out in Exhibit B1 and shall set out the SCN's Aircraft Embodiment Rank and shall also set forth, in detail, the particular change to be made to the Specification and the effect, if any, of such change on design, performance, weight, Delivery Date of the Aircraft affected thereby and on the text of the Specification. An SCN may result in an adjustment of the Aircraft Base Price, which adjustment, if any, shall be specified in the SCN.

2.2.2

Development Changes

The Specification may also be amended by Seller incorporating changes deemed necessary by Seller to improve the Aircraft, prevent delay, or ensure compliance with this Agreement ("**Development Changes**"), as set forth in this Clause 2.2.2.

2.2.2.1

Manufacturer Specification Changes Notices

The Specification may be amended by the Seller through a Manufacturer Specification Change Notice ("**MSCN**"), which shall be substantially in the form set out in Exhibit B2 and shall set out the MSCN's Aircraft Embodiment Rank as well as, in detail, the particular change to be made to the Specification and the effect, if any, of such change on performance, weight, Aircraft Base Price, Delivery Date of the Aircraft affected thereby and interchangeability or replaceability requirements under the Specification.

[\*\*] Page 12/109

PRIVILEGED AND CONFIDENTIAL

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Except when the MSCN is necessitated by an Aviation Authority directive or by equipment obsolescence, in which case the MSCN shall be accomplished without requiring the Buyer's consent, if the MSCN adversely affects the performance, weight, Aircraft Base Price, Delivery Date of the Aircraft affected thereby or the interchangeability or replaceability requirements under the Specification, the Seller shall give the Buyer not less than [\*\*] days following delivery

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of written notice to the Buyer (unless otherwise agreed by the Parties) within which to accept or reject such MSCN. If, provided such timely advance notice has been given, the Buyer does not notify the Seller of the rejection of the MSCN within such period, the MSCN shall be deemed accepted by the Buyer and the corresponding modification shall be accomplished.

- 2.2.2.2 Seller may revise the Specification to incorporate Development Changes having no adverse effect on Aircraft performance, weight, Aircraft Base Price, Delivery Date of the Aircraft affected thereby or interchangeability or replaceability requirements under the Specification, without the Buyer's consent. All such Development Changes shall be incorporated [\*\*\*] the details of such changes shall be made available through the relevant application in AirbusWorld.

## 2.3 Aircraft Design Weights and Propulsion Systems

### 2.3.1 Aircraft design weights

The Aircraft will be delivered with the following design weights expressed in metric tons (Maximum Take-off Weight ("MTOW") Maximum Landing Weight ('MLW') and Maximum Zero Fuel Weight ("MZFW")) as the same have been selected by the Buyer (the "**Weights**")

	<b>MTOW</b>	<b>MLW</b>	<b>MZFW</b>
<b>A319 NEO Aircraft</b>	[***]	[***]	[***]
<b>A320 NEO Aircraft</b>	[***]	[***]	[***]
<b>A321 NEO Aircraft</b>	[***]	[***]	[***]

### 2.3.2 Propulsion Systems

[\*\*\*] Page 13/109

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The Aircraft shall be equipped with a set of either two (2) CFM International LEAP engines or two (2) International Aero Engines, LLC PW1100G-JM engines, upon selection by Buyer referred to respectively as the "**Propulsion Systems**".

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	<b>CFM</b>	<b>IAE</b>
<b>A319 NEO</b>	[***]	[***]
<b>A320 NEO</b>	[***]	[***]
<b>A321 NEO</b>	[***]	[***]

\*AET means Airbus Equivalent Thrust

If the Buyer has not selected the Propulsion Systems as of the date of this Agreement, such choice shall be made by the execution of an SCN:

[\*\*\*]

## 2.4 Milestones

### 2.4.1 Customization Milestones Chart

[\*\*\*], the Seller shall provide the Buyer with a customization milestones chart (the "**Customization Milestone Chart**"), which shall be valid for and applicable to all Aircraft covered under this Agreement, unless otherwise agreed. The Customization Milestone Chart shall set out the dates (expressed in weeks) by which:

- 1) the Buyer shall take certain actions and decisions, including the provision of certain information and documentation to the Seller;
  
- 2) specific SCNs shall be executed; and
  
- 3) the contractual definition of the Aircraft shall be finalized by way of execution of all SCNs (the "**Contractual Definition Freeze**" or "**CDF**"), in order to enable a) the Seller to manufacture the Aircraft and b) incorporation of such SCNs into the manufacturing of the Aircraft and the Delivery of the Aircraft in the Scheduled Delivery Month.

### 2.4.2 Compliance with Customization Milestones

[\*\*\*] Page 14/109

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- 2.4.2.1 Any delay or failure by the Buyer to comply with any of the requirements referred to in Clauses 2.3 and 2.4.1 above may delay the performance by the Seller of its obligations under the Agreement and, in addition to any other rights and remedies available to the Seller under the Agreement and at law, shall in particular relieve the Seller of any obligation to deliver certain Aircraft within their respective Scheduled Delivery Month(s) [\*\*\*].
- 2.4.2.2 [\*\*\*]

[\*\*\*] Page 15/109

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### **3 - PRICES**

#### **3.1 Base Price of the Aircraft**

The Base Price of each Aircraft is the sum of:

- (i) the Base Price of the Airframe and
- (ii) the Base Price of the Propulsion Systems for such Aircraft.

#### **3.1.1 Base Price of the Airframe**

The Base Price of the Airframe is the sum of the following base prices:

- (i) the Airframe's Base Price as defined in the Standard Specification, excluding Buyer Furnished Equipment but including nacelles, thrust reversers, and the Weights as set forth in Clause 2.3.1 above, which is:  
[\*\*\*]
  - (ii) the sum of the Base Prices of all SCNs set forth in Appendix 1 to Exhibit A which is,
-

[\*\*\*]

(iii)

the Base Price of the master charge, which is applicable if a CFM LEAP-1A Propulsion System is selected, which is:

[\*\*\*]

The Base Price for each Airframe is expressed in United States Dollars (USD) at [\*\*\*] and is subject to adjustment in accordance with the Seller Price Revision Formula.

3.1.2

### Base Price of the Propulsion Systems

3.1.2.1 CFM Propulsion Systems

[\*\*\*]

3.1.2.2 IAE LLC Propulsion Systems

[\*\*\*]

[\*\*\*] Page 16/109

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(b)

The IAE Propulsion Systems Base Prices have been computed from the IAE LLC Propulsion Reference Prices as set forth in Part 3 of Exhibit C to the Agreement.

3.2

### Final Price of the Aircraft

The "Final Price" of each Aircraft shall be the sum of:

(i)

the Base Price of the Airframe, as adjusted to the applicable Delivery Date of such Aircraft in accordance with Clause 4.1; plus

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- (ii) the aggregate of all increases and decreases to the Base Price of the Airframe following execution of this Agreement as set out in any Specification Change Notice or MSCN applicable to the Airframe subsequent to the date of this Agreement in each case priced in [\*\*\*] as revised to the date of the Delivery Date in accordance with the Seller Price Revision Formula; plus
- (iii) the Propulsion Systems Reference Price as adjusted to the Delivery Date of such Aircraft in accordance with Clause 4.2; plus
- (iv) the aggregate of all increases or decreases to the Propulsion Systems Reference Price as agreed in any Specification Change Notice applicable to the Propulsion Systems subsequent to the date of this Agreement as revised to the Delivery Date in accordance with Clause 4.2; plus
- (v) any other amount owed by the Buyer to the Seller pursuant to this Agreement and/or any other written agreement between the Buyer and Seller, [\*\*\*].

[\*\*\*] Page 17/109

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#### **4 - PRICE REVISION**

4.1

##### Seller Price Revision Formula

The Base Prices of the Airframe and of the SCNs are subject to adjustment up to and including the Delivery Date in accordance with the Seller Price Revision Formula.

4.2

##### Propulsion Systems Price Revision

4.2.1

The Reference Price is subject to adjustment up to and including the Delivery Date in accordance with the Propulsion Systems Price Revision Formula.

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4.2.2

The Reference Price, the prices of any related equipment, the Propulsion Systems designation(s) and the Propulsion Systems Price Revision Formula are based on information that the Seller has received from the Propulsion Systems Manufacturer and are subject to amendment by the Propulsion Systems Manufacturer at any time prior to Delivery. If the Propulsion Systems Manufacturer makes any such amendment, the amendment shall be deemed to be incorporated into this Agreement and the Reference Price, the prices of the related equipment, the Propulsion Systems designation(s) and the Propulsion Systems Price Revision Formula shall be adjusted accordingly. The Seller agrees to notify the Buyer as soon as the Seller receives notice of any such amendment from the Propulsion Systems Manufacturer.

[\*\*\*] Page 18/109

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**5 - PAYMENT TERMS**

5.1

Seller's Account

The Buyer shall pay the Predelivery Payments, the Balance of the Final Price and any other amount payable by the Buyer to the Seller under this Agreement in immediately available funds in United States dollars to:

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[\*\*\*]

or to such other account as may be designated by the Seller to the Buyer in writing no less than [\*\*\*] before the date such payment is due.

[\*\*\*] Page 19/109

PRIVILEGED AND CONFIDENTIAL

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5.2

[\*\*\*]

5.3

Predelivery Payments

5.3.1

Predelivery Payments are nonrefundable and shall be paid by the Buyer to the Seller for the Aircraft.

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5.3.2 "Predelivery Payment Reference Price" means, with respect to an Aircraft to be delivered in calendar year T, the amount determined in accordance with the following formula:

[\*\*\*]

5.3.3 The Buyer shall pay Predelivery Payments on the dates and in the amounts set forth below.

Payment Date

[\*\*\*]

Percentage of Predelivery Payment  
Reference Price

[\*\*\*]

If application of such schedule results in any Predelivery Payment falling due prior to the date of signature of the Agreement, such Predelivery Payments shall be made upon signature of this Agreement.

5.3.4 The Seller shall be entitled to hold and use any Predelivery Payment as absolute owner thereof and shall be under no obligation to segregate any Predelivery Payment, or any amount equal thereto, from the Seller's funds generally.

5.4 Payment of Balance of the Final Price of the Aircraft

Subject to Clause 9.4, on the date on which each Aircraft is Ready for Delivery, the Buyer shall pay to the Seller the Final Price of such Aircraft less the amount of Predelivery Payments that the Seller has previously received for such Aircraft (the "**Balance of the Final Price**").

The Seller's receipt of the full amount of all Predelivery Payments and of the Balance of the Final Price of the Aircraft, including any amounts due under Clause 5.8, is a condition precedent to the Seller's obligation to deliver such Aircraft to the Buyer.

5.5

Taxes

[\*\*\*]

5.6 Application of Payments

[\*\*\*]

5.7

[\*\*\*]

5.8

Overdue Payments

5.8.1

If any payment due to the Seller is not received by the Seller on the date when due, the Buyer shall pay to the Seller on demand [\*\*\*].

5.9

Property Interest

Notwithstanding any provision of law to the contrary, the Buyer shall not, by virtue of anything contained in this Agreement (including, without limitation, payment of any [\*\*\*] Predelivery Payments hereunder, or any designation or identification by the Seller of a particular aircraft as an Aircraft to which any provision of this Agreement refers) acquire any property, insurable or other interest whatsoever in any Aircraft before Delivery of and payment for such Aircraft, as provided in this Agreement.

5.10

Payment in Full

The Buyer's obligation to make payments to the Seller hereunder shall not be affected by and shall be determined without regard to any setoff, counterclaim, recoupment, defense or other right that the Buyer may have against the Seller or any other person and all such payments shall be made without deduction or withholding of any kind. The Buyer shall ensure that the sums received by the Seller under this Agreement shall be equal to the full amounts expressed to be due to the Seller hereunder, without deduction or withholding on account of and free from any and all Taxes as provided in Clause 5.5, except that if the Buyer is compelled by law to make any such deduction or withholding the Buyer shall pay such additional amounts to the Seller as may be necessary so that the net amount received by the Seller after such deduction or withholding shall equal the amounts that would have been received in the absence of such deduction or withholding.

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[\*\*\*]

[\*\*\*] Page 21/109

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5.11

Other Charges

Unless expressly stipulated otherwise, any charges due under this Agreement other than those set out in Clauses 5.2, 5.3, 5.8 and 5.10 shall be paid by the Buyer at the same time as payment of the Balance of the Final Price or, if invoiced after Delivery, within [\*\*\*] after the invoice date.

[\*\*\*] Page 22/109

PRIVILEGED AND CONFIDENTIAL

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## 6 - MANUFACTURE AND ASSEMBLY PROCEDURE - INSPECTION

6.1

[\*\*\*]

6.2

Inspection

6.2.1

The Buyer or its duly authorized representatives (the "**Buyer's Inspector(s)**") shall be entitled to inspect the manufacture and assembly of the Airframe and all materials and parts obtained by the Seller for the manufacture and assembly of the Airframe (each an "**Inspection**") on the following terms and conditions;

(i)

any Inspection shall be conducted pursuant to the Seller's system of inspection and Airbus procedures, as developed under the supervision of the relevant Aviation Authority and disclosed in writing to the Buyer;

(ii)

the Buyer's Inspector(s) shall have access to such relevant technical data as is reasonably necessary for the purpose of the Inspection;

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- (iii) any Inspection and any related discussions with the Seller and its personnel by the Buyer's Inspector(s) shall be at reasonable times during business hours and shall take place in the presence of the relevant inspection department personnel of the Seller;
- (iv) the Inspections shall be performed in a manner so as not to unduly delay or hinder the manufacture or assembly of the Aircraft, the performance of this Agreement by the Seller or any other work in progress at the Manufacture Facilities.

#### 6.2.2

##### Location of Inspections

The Buyer's Inspector(s) may conduct Inspections at the relevant Manufacture Facility of the Seller or its Affiliates and where possible at the Manufacture Facilities of the sub-contractors provided that if access to any part of the Manufacture Facilities where the Airframe manufacture is in progress or materials or parts are stored are restricted for security or confidentiality reasons, the Seller shall be allowed reasonable time to make the relevant items available elsewhere.

[\*\*] Page 23/109

PRIVILEGED AND CONFIDENTIAL

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#### 6.3

##### Seller's Service for Buyer's Inspector(s)

For the purpose of the Inspections, and starting from a mutually agreed date until the Delivery Date, the Seller shall furnish [\*\*] suitable space and office equipment, including but not limited to suitable high speed internet access, in or conveniently located to the Delivery Location for the use by a reasonable number of Buyer's Inspector(s).

[\*\*] Page 24/109

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#### **7 - CERTIFICATION**

Except as set forth in this Clause 7, the Seller shall not be required to obtain any certificate or approval with respect to the Aircraft.

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7.1

Type Certification

The Aircraft has been or will be type certificated under EASA procedures for certification in the transport category. The Seller shall obtain or cause to be obtained an FAA type certificate (the "**Type Certificate**") to allow the issuance of the Export Certificate of Airworthiness upon Delivery.

7.2

Export Certificate of Airworthiness

Subject to the provisions of Clause 7.3, the Aircraft shall be delivered to the Buyer with an Export Certificate of Airworthiness and in a condition enabling the Buyer to obtain at the time of Delivery a Standard Airworthiness Certificate issued pursuant to Part 21 of the US Federal Aviation Regulations and a Certificate of Sanitary Construction issued by the U.S. Public Health Service of the Food and Drug Administration. [\*\*\*]

7.3

Specification Changes before Aircraft Ready for Delivery

[\*\*\*]

7.4

[\*\*\*]

[\*\*\*] Page 25/109

PRIVILEGED AND CONFIDENTIAL

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## 8 - TECHNICAL ACCEPTANCE

8.1

Technical Acceptance Process

8.1.1

Prior to Delivery, the Aircraft shall undergo a technical acceptance process developed by the Seller, the purpose of which is for the Seller to demonstrate to the Buyer compliance with the delivery requirements for such Aircraft under this Agreement (the "**Technical Acceptance Process**"). [\*\*\*]

8.1.2

The Technical Acceptance Process shall:

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- (i) commence on a date notified by the Seller to the Buyer with no less than [\*\*\*] advance notice,
- (ii) take place at the Delivery Location,
- (iii) be carried out by the personnel of the Seller, and
- (iv) include a technical acceptance flight that shall not exceed [\*\*\*] unless additional time is necessary to complete the Technical Acceptance Process (including any additional test flights as may be required to complete the Technical Acceptance Process) (the "**Technical Acceptance Flight**").

## 8.2 Buyer's Attendance

8.2.1 Buyer's Inspectors shall be entitled to attend the Technical Acceptance Process.

8.2.2 If Buyer elects to attend the Technical Acceptance Process, the Buyer's Inspectors:

- (i) shall comply with the reasonable requirements of the Seller as advised to the Buyer, with the intention of completing the Technical Acceptance Process within [\*\*\*], and
- (ii) may have a maximum of [\*\*\*] of its representatives (no more than [\*\*\*] of whom shall have access to the cockpit at any one time) accompany the Seller's representatives on the Technical Acceptance Flight, during which the Buyer's representatives shall comply with the instructions of the Seller's representatives.

8.2.3 If the Buyer does not attend (other than as a result of the Seller's failure to notify the Buyer as required by Clause 8.1.2(i)) or interferes with

the Technical Acceptance Process, the Seller shall be entitled to complete the Technical Acceptance Process and the Buyer shall be deemed to have accepted that the Technical Acceptance Process has been satisfactorily completed, in all respects.

8.3

Certificate of Acceptance

When the Aircraft is Ready for Delivery, subject to Clause 9.4, the Buyer shall sign and deliver to the Seller a certificate of acceptance in respect of the Aircraft in the form set forth in Exhibit D (the "**Certificate of Acceptance**").

8.4 Finality of Acceptance

The Buyer's signature of the Certificate of Acceptance for the Aircraft shall constitute waiver by the Buyer of any right it may have, under the Uniform Commercial Code as adopted by the State of New York or otherwise, to revoke acceptance of the Aircraft for any reason, whether known or unknown to the Buyer at the time of acceptance.

8.5

Aircraft Utilization

[\*\*\*]

[\*\*\*] Page 27/109

PRIVILEGED AND CONFIDENTIAL

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**9 - DELIVERY**

9.1

Delivery Schedule

9.1.1

Subject to Clauses 2, 7, 8, 10 and 18, the Seller shall have the Aircraft Ready for Delivery at the Delivery Location within the following quarters (each a "**Scheduled Delivery Quarter**"):

[\*\*\*]

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- 9.1.2 The scheduled delivery month ("Scheduled Delivery Month") of each Aircraft shall be notified in writing to the Buyer by the Seller no later than [\*\*\*].
- 9.1.3 The Seller shall give the Buyer at least [\*\*\*] advance written notice of the anticipated date on which the Aircraft shall be Ready for Delivery. Such notice shall also include the starting date and the planned schedule of the Technical Acceptance Process. Thereafter the Seller shall notify the Buyer of any change to such dates.

9.2 Delivery Process

- 9.2.1 The Buyer shall send the Buyer's Inspectors to the Delivery Location in order to take Delivery of the Aircraft on the date the Aircraft is Ready for Delivery, and remove the Aircraft from the Delivery Location within [\*\*\*].
- 9.2.2 The Seller shall deliver and transfer title to the Aircraft to the Buyer free and clear of all Liens (except for any Liens or encumbrances created by or on behalf of the Buyer) provided that the Balance of the Final Price of such Aircraft and all other amounts stated to be due hereunder on the Delivery Date have been paid by the Buyer pursuant to Clause 5.4 and that the Certificate of Acceptance has been signed and delivered to the Seller pursuant to Clause 8.3. The Seller shall provide the Buyer with (a) a bill of sale in (i) the form set forth in Exhibit E-1, if the Delivery Location is in Mobile, Alabama and (ii) in the form set forth in Exhibit E-2, if the Delivery Location is in any place other than Mobile, Alabama (the "Bill of Sale"), and/or (b) such other documentation confirming transfer of title and receipt of the Final Contract Price as may reasonably be requested by the Buyer and (c) if Mobile, Alabama is the Delivery Location, a warranty from Airbus S.A.S in the form of Exhibit J. Title to, property in and risk of loss of or damage to the Aircraft shall pass to the Buyer contemporaneously with the delivery by the Seller to the Buyer of such Bill of Sale.

[\*\*\*] Page 28/109

PRIVILEGED AND CONFIDENTIAL

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- 9.2.3 If, when the Aircraft is Ready for Delivery, subject to 9.4, the Buyer fails to:
- (i) deliver the signed Certificate of Acceptance to the Seller, or
-

(ii) pay the Balance of the Final Price of the Aircraft to the Seller and collect the Aircraft,

[\*\*\*]

These rights of the Seller shall be in addition to the Seller's other rights and remedies under this Agreement.

If the Buyer fails to remove the Aircraft as required by Clause 9.2.1 then, without prejudice to the Seller's other rights under this Agreement or at law, the provisions of Clause 9.2.3(c) shall apply.

9.3            Flyaway

9.3.1          As applicable, the Buyer and the Seller shall cooperate to obtain any licenses that may be required by the Aviation Authority of the Delivery Location for the purpose of exporting the Aircraft.

9.3.2          [\*\*\*] The Buyer shall make direct arrangements with the supplying companies for the fuel and oil required for all post-Delivery flights.

9.4            Delivery on the date on which an Aircraft is Ready for Delivery

[\*\*\*]

[\*\*\*] Page 29/109

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**10 - EXCUSABLE DELAY AND TOTAL LOSS**

10.1          Scope of Excusable Delay

[\*\*\*]

10.2          Consequences of Excusable Delay

10.2.1 If an Excusable Delay occurs:

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- (i) the Seller shall notify the Buyer of such Excusable Delay as soon as practicable after becoming aware of the same;
- (ii) the Seller shall not be responsible for any damages arising from or in connection with such Excusable Delay suffered or incurred by the Buyer;
- (iii) the Seller shall not be deemed to be in default in the performance of its obligations hereunder as a result of such Excusable Delay;
- (iv) the Seller shall as soon as practicable after the removal of the cause of such delay resume performance of its obligations under this Agreement and in particular shall notify the Buyer of the revised Scheduled Delivery Month.

#### 10.3 Termination on Excusable Delay

- 10.3.1 [\*\*\*], then either party may terminate this Agreement with respect to the affected Aircraft, by giving written notice to the other party [\*\*\*]. However, the [\*\*\*].
- 10.3.2 If the Seller advises the Buyer in its notice of a revised Scheduled Delivery Month pursuant to Clause 10.2.1(iv) that there shall be a delay in Delivery of an Aircraft of more than [\*\*\*], then either party may terminate this Agreement with respect to the affected Aircraft. Termination shall be made by giving written notice to the other party within [\*\*\*] after the Buyer's receipt of the notice of a revised Scheduled Delivery Month.
- 10.3.3 If this Agreement is not terminated under the terms of Clause 10.3.1 or 10.3.2, then the Seller shall be entitled to reschedule Delivery. The Seller shall notify the Buyer of the new Scheduled Delivery Month after the [\*\*\*] referred to in Clause 10.3.1 or 10.3.2, and this new Scheduled Delivery Month shall be deemed to be an amendment to the applicable Scheduled Delivery Month in Clause 9.1.

[\*\*\*] Page 30/109

PRIVILEGED AND CONFIDENTIAL

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10.4

Total Loss, Destruction or Damage

If, prior to Delivery, any Aircraft is lost, destroyed or in the reasonable opinion of the Seller is damaged beyond economic repair ("Total Loss"), the Seller shall notify the Buyer to this effect within [\*\*\*] of such occurrence. The Seller shall include in said notification (or as soon after the issue of the notice as such information becomes available to the Seller) the earliest date consistent with the Seller's other commitments and production capabilities that an aircraft to replace the Aircraft may be delivered to the Buyer and the Scheduled Delivery Month shall be extended as specified in the Seller's notice to accommodate the delivery of the replacement aircraft [\*\*\*]:

Nothing herein shall require the Seller to manufacture and deliver a replacement aircraft if such manufacture would require the reactivation of its production line for the model or series of aircraft that includes the Aircraft.

10.5

Termination Rights Exclusive

If this Agreement is terminated as provided for under the terms of Clauses 10.3 or 10.4, such termination shall discharge all obligations and liabilities of the parties hereunder with respect to such affected Aircraft and undelivered material, services, data or other items applicable thereto and to be furnished under the Agreement.

10.6

Remedies

THIS CLAUSE 10 SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER FOR DELAYS IN DELIVERY OR FAILURE TO DELIVER, OTHER THAN SUCH DELAYS AS ARE COVERED BY CLAUSE 11, AND THE BUYER HEREBY WAIVES ALL RIGHTS TO WHICH IT WOULD OTHERWISE BE ENTITLED IN RESPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY RIGHTS TO INCIDENTAL AND CONSEQUENTIAL DAMAGES OR SPECIFIC PERFORMANCE. THE BUYER SHALL NOT BE ENTITLED TO CLAIM THE REMEDIES AND RECEIVE THE BENEFITS PROVIDED IN THIS CLAUSE 10 WHERE THE DELAY REFERRED TO IN THIS CLAUSE 10 IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE BUYER OR ITS REPRESENTATIVES.

[\*\*\*] Page 31/109

PRIVILEGED AND CONFIDENTIAL

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**11 - NON-EXCUSABLE DELAY**

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11.1

[\*\*\*]

11.2

Renegotiation

If, as a result of an Non-Excusable Delay, the Delivery does not occur within [\*\*\*] the Buyer shall have the right, exercisable by written notice to the Seller given between [\*\*\*], to require from the Seller a renegotiation of the Scheduled Delivery Month for the affected Aircraft. Unless otherwise agreed between the Seller and the Buyer during such renegotiation, the said renegotiation shall not prejudice the Buyer's right to receive [\*\*\*] in accordance with Clause 11.1.

11.3

Termination

If, as a result of an Non-Excusable Delay, the Delivery does not occur within [\*\*\*] and the parties have not renegotiated the Delivery Date pursuant to Clause 11.2, then both parties shall have the right exercisable by written notice to the other party, given between [\*\*\*], to terminate this Agreement in respect of the affected Aircraft. In the event of termination, neither party shall have any claim against the other, except that the Seller shall pay to the Buyer any amounts due pursuant to Clause 11.1 and shall pay to the Buyer an amount equal to the Predelivery Payments received from the Buyer hereunder in respect of such affected Aircraft.

11.4

Remedies

THIS CLAUSE 11 SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER FOR DELAYS IN DELIVERY OR FAILURE TO DELIVER, OTHER THAN SUCH DELAYS AS ARE COVERED BY CLAUSE 10, AND THE BUYER HEREBY WAIVES ALL RIGHTS TO WHICH IT WOULD OTHERWISE BE ENTITLED IN RESPECT THEREOF, INCLUDING WITHOUT LIMITATION ANY RIGHTS TO INCIDENTAL AND CONSEQUENTIAL DAMAGES OR SPECIFIC PERFORMANCE. THE BUYER SHALL NOT BE ENTITLED TO CLAIM THE REMEDIES AND RECEIVE THE BENEFITS PROVIDED IN THIS CLAUSE 11 WHERE THE DELAY REFERRED TO IN THIS CLAUSE 11 IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE BUYER OR ITS REPRESENTATIVES.

[\*\*\*] Page 32/109

PRIVILEGED AND CONFIDENTIAL

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12

**WARRANTIES AND SERVICE LIFE POLICY**

This Clause covers the terms and conditions of the warranty and service life policy.

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## **12.1 Standard Warranty**

### **12.1.1 Nature of Warranty**

For the purpose of this Agreement the term "**Warranted Part**" shall mean any Seller proprietary component, equipment, accessory or part, which is installed on an Aircraft at Delivery thereof [\*\*\*]

### **12.1.2 Exclusions**

The warranties set forth in Clause 12.1.1 shall not apply to Buyer Furnished Equipment, nor to the Propulsion Systems, nor to any component, equipment, accessory or part installed on the Aircraft at Delivery that is not a Warranted Part [\*\*\*]

[\*\*\*] Page 33/109

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### **12.1.3 Warranty Period**

The warranties set forth in Clauses 12.1.1 and 12.1.2 shall be limited to those defects that become apparent [\*\*\*] (the "**Warranty Period**").

### **12.1.4 Limitations of Warranty**

#### **12.1.4.1 [\*\*\*]**

**12.1.4.2** In the event of a defect covered by Clauses 12.1.1 (iii), 12.1.1 (iv) and 12.1.2 (ii) becoming apparent within the Warranty Period, the Seller shall also, if so requested by the Buyer in writing, correct such defect in any Aircraft which has not yet been delivered to the Buyer [\*\*\*]

#### **12.1.4.3 Cost of inspection**

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In addition to the remedies set forth in Clauses 12.1.4.1 and 12.1.4.2, [\*\*\*]provided that

[\*\*\*]

12.1.5

#### **Warranty Claim Requirements**

The Buyer's remedy and the Seller's obligation and liability under this Clause 12.1 with respect to any warranty claim submitted by the Buyer (each a "**Warranty Claim**") are subject to the following conditions:

- (i) the defect having become apparent within the Warranty Period;
- (ii) the Buyer having filed a warranty claim within [\*\*\*] of discovering the defect;
- (iii) the Buyer having submitted to the Seller evidence reasonably satisfactory to the Seller that the claimed defect is due to a matter warranted under this Clause 12.1;
- (iv) the Seller having received a Warranty Claim substantially complying with the provisions of Clause 12.1.6 below.

12.1.6

#### **Warranty Administration**

[\*\*\*] Page 34/109

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The warranties set forth in Clause 12.1 shall be administered as hereinafter provided.

12.1.6.1

##### Claim Determination

Determination as to whether any claimed defect in any Warranted Part is a valid Warranty Claim shall be made through the Seller's online claims tool as soon as it is determined by the Seller and shall be based upon [\*\*\*].

12.1.6.2

##### Transportation Costs

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The cost of transporting a Warranted Part claimed to be defective to and from the facilities designated by the Seller shall be borne [\*\*\*].

12.1.6.3            Return of an Aircraft

If the Buyer and the Seller mutually agree, prior to such return, that it is necessary to return an Aircraft to the Seller for consideration of a Warranty Claim, [\*\*\*].

12.1.6.4            On Aircraft Work by the Seller

If either (i) it is determined by both Parties that a defect subject to this Clause 12.1 justifies the dispatch by the Seller of a working team to the Aircraft to repair or correct such defect through the embodiment of one or several Seller's Service Bulletins at the Buyer's facilities, or (ii) if the Buyer returns an Aircraft to the Seller pursuant to Clause 12.1.6.3 in order for the Seller to perform or have performed such repair or correction, then the labor costs for such on-Aircraft work shall be borne[\*\*\*].

In accordance with the forgoing, on-Aircraft work shall be accomplished when[\*\*\*].

The Seller and the Buyer shall agree on a schedule and place for the on-Aircraft work to be performed.

12.1.6.5            Warranty Claim Substantiation

Each Warranty Claim filed by the Buyer under this Clause 12.1 shall contain at least the following data:

- (a)                  description of defect and action taken, if any,
- (b)                  date of incident and/or removal date,
- (c)                  description of Warranted Part claimed to be defective,

[\*\*\*] Page 35/109

PRIVILEGED AND CONFIDENTIAL

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- (d)                  part number,
-

- (e) serial number (if applicable),
- (f) position on Aircraft,
- (g) total flying hours or calendar time, as applicable, at the date of defect appearance,
- (h) time since last shop visit at the date of defect appearance,
- (i) Manufacturer Serial Number of the Aircraft and/or its registration,
- (j) Aircraft total flying hours and/or number of landings at the date of defect appearance,
- (k) Warranty Claim number,
- (l) date of Warranty Claim,
- (m) Delivery Date of Aircraft or Warranted Part to the Buyer,

Warranty Claims are to be addressed as follows:

AIRBUS  
CUSTOMER SERVICES DIRECTORATE  
WARRANTY ADMINISTRATION  
2, rond-point Emile Dewoitine  
B.P. 33  
F 31700 BLAGNAC  
FRANCE

#### 12.1.6.6 Replacements

Replacements made pursuant to this Clause 12 shall be made as soon as reasonably practicable, but in any event within the lead time defined in the Airbus Spare Parts Price Catalog.

Title to and risk of loss of any Aircraft, component, accessory, equipment or part returned by the Buyer to the Seller shall at all times remain with the Buyer, except that:

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- (i) when the Seller has custody, possession, or control of a returned Aircraft, component, accessory, equipment or part to which the Buyer has title, the Seller shall have such responsibility therefor as is chargeable by law to a bailee for hire, but the Seller shall not be liable for loss of use, and;
- (ii) title to and risk of loss of a returned component, accessory, equipment or part shall pass to the Seller upon shipment by the Seller to the Buyer of any item furnished by the Seller to the Buyer as a replacement therefor.

Upon the Seller's shipment to the Buyer of any replacement component, accessory, equipment or part provided by the Seller pursuant to this Clause

[\*\*\*] Page 36/109

PRIVILEGED AND CONFIDENTIAL

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12.1, title to and risk of loss of such replacement component, accessory, equipment or part shall pass to the Buyer.

Upon replacement, the components, equipment, accessories, or parts replaced thereby shall become the Seller's property.

12.1.6.7            Rejection

The Seller shall provide written substantiation reasonably acceptable to Buyer in case of rejection of a Warranty Claim. [\*\*\*]

12.1.6.8            Inspection

The Seller shall have the right to inspect the affected Aircraft, documents and other records relating thereto in the event of any Warranty Claim under this Clause 12.1 as the same relates to the Warranty Claim.

[\*\*\*] Page 37/109

PRIVILEGED AND CONFIDENTIAL

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12.1.7            **Inhouse Warranty**

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#### **12.1.7.1                   Seller's Authorization**

The Seller hereby authorizes the Buyer to repair Warranted Parts ("Inhouse Warranty") subject to the terms of this Clause 12.1.7.

The Seller agrees that the Buyer may designate a third party facility to perform such repair on Warranted Parts.

#### **12.1.7.2                   Conditions for Seller's Authorization**

The Buyer shall be entitled to repair such Warranted Parts:

where the estimated cost of repair is in excess of [\*\*\*], the Buyer shall notify the Seller Representative of its intention to perform Inhouse Warranty repairs before any such repairs are started. The Buyer's notification shall include sufficient detail regarding the defect, estimated labor hours and material to allow the Seller to ascertain the reasonableness of the estimate. The Seller agrees to use all reasonable efforts to ensure a prompt response and shall not unreasonably withhold or delay authorization.

provided repairs are performed in accordance with the Seller's Technical Data or written instructions; and

only to the extent specified by the Seller, or, in the absence of such specification, to the extent reasonably necessary to correct the defect, in accordance with the standards set forth in Clause 12.1.10.

#### **12.1.7.3 Seller's Rights**

The Seller shall have the right to require the return of any Warranted Part, or any part removed therefrom, which is claimed to be defective if, in the Seller's reasonable judgment, the nature of the claimed defect requires technical investigation. If a Warranted Part is returned for technical investigation, the related transportation costs shall be borne [\*\*\*]. Furthermore, the Seller shall have the right to have a Seller Representative present during the disassembly, inspection and testing of any Warranted Part claimed to be defective, subject to such presence being practical and not materially delaying any such disassembly, inspection, and/or testing.

#### **12.1.7.4                   Inhouse Warranty Claim Substantiation**

[\*\*\*] Page 38/109

PRIVILEGED AND CONFIDENTIAL

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Claims for Inhouse Warranty credit shall be filed within the time period set forth in 12.1.5 (ii) and shall contain the same information as that required for Warranty Claims under Clause 12.1.6.5 and in addition shall include:

- (a) a report of technical findings with respect to the defect,
- (b) for parts required to remedy the defect:
  - part numbers,
  - serial numbers (if applicable),
  - parts description,
  - quantity of parts,
  - unit price of parts,
  - related Seller's or third party's invoices (if applicable),
  - total price of parts,
- (c) detailed number of labor hours,
- (d) Inhouse Warranty Labor Rate,
- (e) total claim value.

#### 12.1.7.5            Credit

The Buyer's sole remedy and the Seller's sole obligation and liability with respect to Inhouse Warranty Claims shall be [\*\*\*]

#### 12.1.7.6            Limitation

[\*\*\*] ("BER" or "Beyond Economic Repair"); provided that if the failure is such that the Warranted Part is BER, then the provisions of Clause 12.1.7.7 shall apply to such part.

#### 12.1.7.7            Scrapped Material

The Buyer may, with the Seller Representative's consent (which consent shall not be unreasonably withheld, conditioned or delayed), scrap any such defective Warranted Parts that are BER and not required for technical evaluation.

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If the Buyer does not obtain the agreement of the Seller's Representative to scrap a defective Warranted Part BER, then the Buyer shall retain such

[\*\*\*] Page 39/109

PRIVILEGED AND CONFIDENTIAL

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Warranted Part and any defective part removed from a Warranted Part during repair for a period of [\*\*\*] of receipt of the Seller's request to that effect.

Scrapped Warranted Parts shall be evidenced by a record of scrapped material certified by an authorized representative of the Buyer and shall be kept in the Buyer's file for at least the duration of the applicable Warranty Period.

12.1.8

#### **Standard Warranty in case of Pooling or Leasing Arrangements**

Without prejudice to Clause 21.1, the warranties provided for in this Clause 12.1 for any Warranted Part shall accrue to the benefit of any airline in revenue service, other than the Buyer, if the Warranted Part enters into the possession of any such airline as a result of a pooling or leasing agreement between such airline and the Buyer, in accordance with the terms and subject to the limitations and exclusions of the foregoing warranties and to the extent permitted by any applicable law or regulations.

12.1.9

#### **Warranty for Corrected, Replaced or Repaired Warranted Parts**

Whenever any Warranted Part, which contains a defect for which the Seller is liable under Clause 12.1, has been corrected, replaced or repaired pursuant to the terms of this Clause 12.1, the period of the Seller's warranty with respect to such corrected, repaired or replacement Warranted Part, whichever the case may be, shall be [\*\*\*].

If a defect is attributable to a defective repair or replacement by the Buyer, and such defective replacement or repair is not attributable solely to inaccuracies in written instructions or designs supplied by the Seller and followed by the Buyer, a Warranty Claim with respect to such defect shall be rejected, notwithstanding any subsequent correction or repair, and shall immediately terminate the remaining warranties under this Clause 12.1 in respect of the affected Warranted Part.

12.1.10

#### **Accepted Industry Standard Practices Normal Wear and Tear**

The Buyer's rights under this Clause 12.1 are subject to [\*\*\*].

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The Seller's liability under this Clause 12.1 shall not extend to normal wear and tear nor to:

[\*\*\*] Page 40/109

PRIVILEGED AND CONFIDENTIAL

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[\*\*\*]

**12.1.11            DISCLAIMER OF SELLER LIABILITY**

[\*\*\*]

**12.2            Service Life Policy**

**12.2.1**            In addition to the warranties set forth in Clause 12.1, the Seller further agrees that should a Failure occur in any Item (as these terms are defined hereinbelow) that has not suffered from an extrinsic force, then, subject to the general conditions and limitations set forth in Clause 12.2.4, the provisions of this Clause 12.2 shall apply.

For the purposes of this Clause 12.2:

- (i)                "**Item**" means any item listed in Exhibit "F";
- (ii)              "**Failure**" means [\*\*\*].

**12.2.2            Periods and Seller's Undertakings**

Subject to the general conditions and limitations set forth in Clause 12.2.4, the Seller agrees that if a Failure occurs in an Item before the Aircraft in which such Item was originally installed has [\*\*\*], the Seller shall, at its discretion and as promptly as practicable and with the Seller's financial participation as hereinafter provided, either :

design and furnish to the Buyer a correction for such Item with a Failure and provide any parts required for such correction (including Seller designed standard parts but excluding industry standard parts), or

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- replace such Item.

[\*\*\*] Page 41/109

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#### **12.2.3 Seller's Participation in the Costs**

Subject to the general conditions and limitations set forth in Clause 12.2.4, any part or Item that the Seller is required to furnish to the Buyer under this Service Life Policy in connection with the correction or replacement of an Item shall be furnished to the Buyer at the Seller's then current sales price therefore, less the Seller's financial participation determined in accordance with the following formula:

[\*\*\*]

[\*\*\*] Page 42/109

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#### **12.2.4**

#### **General Conditions and Limitations**

- 12.2.4.1 The undertakings set forth in this Clause 12.2 shall be valid after the period of the Seller's warranty applicable to an Item under Clause 12.1.
- 12.2.4.2 The Buyer's remedies and the Seller's obligations and liabilities under this Service Life Policy are subject to compliance by the Buyer with the following conditions:

- (i) the Buyer shall maintain log books and other historical records with respect to each Item, adequate to enable the Seller to determine whether the alleged Failure is covered by this Service Life Policy and, if so, to define the portion of the costs [\*\*\*];
- (ii) [\*\*\*];
-

- (iii) the Buyer shall comply with the conditions of Clause 12.1.10;
  - (iv) [\*\*\*];
  - (v) the Buyer shall report any breakage or defect in an Item in writing to the Seller within [\*\*\*] after such breakage or defect becomes apparent to the Buyer, whether or not said breakage or defect can reasonably be expected to occur in any other aircraft, and the Buyer shall have provided to the Seller sufficient detail on the breakage or defect to enable the Seller acting reasonably to determine whether said breakage or defect is subject to this Service Life Policy.
- 12.2.4.3 Except as otherwise provided for in this Clause 12.2, any claim under this Service Life Policy shall be administered as provided for in, and shall be subject to the terms and conditions of, Clause 12.1.6.
- 12.2.4.4 In the event of the Seller having issued a modification applicable to an Aircraft, the purpose of which is to avoid a Failure, the Seller shall supply the necessary modification kit [\*\*\*] that will be applicable to all operators subject to the same fleetwide coverage. If such a kit is so offered to the Buyer, then, to the extent of such Failure and any Failures that could ensue therefrom, the validity of the Seller's commitment under this Clause 12.2 shall be subject to the Buyer incorporating such modification in the relevant Aircraft, as promulgated by the Seller and in accordance with the Seller's instructions, within a reasonable time.
- 12.2.4.5 THIS SERVICE LIFE POLICY IS NEITHER A WARRANTY, PERFORMANCE GUARANTEE, NOR AN AGREEMENT TO MODIFY ANY AIRCRAFT OR AIRFRAME COMPONENTS TO CONFORM TO NEW DEVELOPMENTS OCCURRING IN THE STATE OF AIRFRAME DESIGN

[\*\*] Page 43/109

PRIVILEGED AND CONFIDENTIAL

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AND MANUFACTURING ART. THE SELLER'S OBLIGATION UNDER THIS CLAUSE 12.2 IS TO FURNISH ONLY THOSE CORRECTIONS TO THE ITEMS OR PROVIDE REPLACEMENTS THEREFOR AS PROVIDED FOR IN THIS CLAUSE 12.2. THE BUYER'S SOLE REMEDY AND RELIEF FOR THE NON-PERFORMANCE OF ANY OBLIGATION OR LIABILITY OF THE SELLER ARISING UNDER OR BY VIRTUE OF THIS SERVICE LIFE POLICY WILL BE [\*\*]. WITHOUT LIMITING THE EXCLUSIVITY OF WARRANTIES AND GENERAL LIMITATIONS OF LIABILITY PROVISIONS SET FORTH IN CLAUSE 12.5, THE

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BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL CLAIMS TO ANY FURTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES, ARISING UNDER OR BY VIRTUE OF THIS SERVICE LIFE POLICY.

## **12.3                  Supplier Warranties and Service Life Policies**

Prior to or at Delivery of the first Aircraft, the Seller shall provide the Buyer, in accordance with the provisions of Clause 17, with the warranties and, where applicable, service life policies that the Seller has obtained for Supplier Parts pursuant to the Supplier Product Support Agreements.

### **12.3.1              Definitions**

12.3.1.1            "**Supplier**" means any supplier of Supplier Parts.

12.3.1.2            "**Supplier Part**" means any component, equipment, accessory or part installed in an Aircraft at the time of Delivery thereof and for which there exists a Supplier Product Support Agreement. For the sake of clarity, Propulsion Systems and Buyer Furnished Equipment and other equipment selected by the Buyer to be supplied by suppliers with whom the Seller has no existing enforceable warranty agreements are not Supplier Parts.

12.3.1.3            "**Supplier Product Support Agreements**" means agreements between the Seller and Suppliers, as described in Clause 17.1.2, containing enforceable and transferable warranties and, in the case of landing gear suppliers, service life policies for selected structural landing gear elements.

### **12.3.2              Supplier's Default**

12.3.2.1            In the event of any Supplier, under any standard warranty obtained by the Seller pursuant to Clause 12.3.1, defaulting in the performance of any material obligation with respect thereto and subject to the Buyer first using its reasonable efforts to enforce its rights under such standard warranty and (ii) the Buyer submitting in reasonable time to the Seller reasonable evidence that such default has occurred, [\*\*\*].

[\*\*\*] Page 44/109

PRIVILEGED AND CONFIDENTIAL

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- 12.3.2.2 In the event of any Supplier, under any Supplier Service Life Policy obtained by the Seller pursuant to Clause 12.3.1, defaulting in the performance of any material obligation with respect thereto and subject to (i) the Buyer first using its reasonable efforts to enforce its rights under such Supplier Service Life Policy and (ii) the Buyer submitting in reasonable time to the Seller reasonable evidence that such default has occurred, [\*\*\*].
- 12.3.2.3 At the Seller's request, the Buyer shall assign to the Seller, and the Seller shall be subrogated to, all of the Buyer's rights against the relevant Supplier with respect to and arising by reason of such default and shall provide reasonable assistance to enable the Seller to enforce the rights so assigned.

## **12.4 Interface Commitment**

### **12.4.1 Interface Problem**

If the Buyer experiences any technical problem in the operation of an Aircraft or its systems due to a malfunction, the cause of which, after due and reasonable investigation, is not readily identifiable by the Buyer but which the Buyer reasonably believes to be attributable to the design characteristics of one or more components of the Aircraft ("**Interface Problem**"), the Seller shall, if so requested by the Buyer, [\*\*\*], promptly conduct or have conducted an investigation and analysis of such problem to determine, if possible, the cause or causes of the problem and to recommend such corrective action as may be feasible. The Buyer shall furnish to the Seller all data and information in the Buyer's possession relevant to the Interface Problem and shall cooperate with the Seller in the conduct of the Seller's investigations and such tests as may be required.

At the conclusion of such investigation, the Seller shall promptly advise the Buyer in writing of the Seller's opinion as to the cause or causes of the Interface Problem and the Seller's recommendations as to corrective action.

### **12.4.2 Seller's Responsibility**

If the Seller determines, acting reasonably, that the Interface Problem is primarily attributable to the design of a Warranted Part, the Seller shall, if so requested by the Buyer and pursuant to

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the terms and conditions of Clause 12.1, correct the design of such Warranted Part to the extent of the Seller's obligation as defined in Clause 12.1.

[\*\*\*] Page 45/109

PRIVILEGED AND CONFIDENTIAL

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12.4.3

#### **Supplier's Responsibility**

If the Seller determines, acting reasonably, that the Interface Problem is primarily attributable to the design of any Supplier Part, the Seller shall, if so requested by the Buyer, reasonably assist the Buyer in processing any warranty claim the Buyer may have against the Supplier. Should the Supplier fail to address such Interface Problem in a manner reasonably satisfactory to Buyer, then the conditions of Clause 12.3.2 shall apply.

12.4.4

#### **Joint Responsibility**

If the Seller determines, acting reasonably, that the Interface Problem is attributable partially to the design of a Warranted Part and partially to the design of any Supplier Part, the Seller shall, if so requested by the Buyer, seek a solution to the Interface Problem through cooperative efforts of the Seller and any Supplier involved.

The Seller shall promptly advise the Buyer of such corrective action as may be proposed by the Seller and any such Supplier. Such proposal shall be consistent with any then existing obligations of the Seller hereunder and of any such Supplier towards the Buyer. [\*\*\*]

12.4.5

#### **General**

12.4.5.1 All requests under this Clause 12.4 shall be directed to both the Seller and the affected Supplier.

12.4.5.2 Except as specifically set forth in this Clause 12.4, this Clause shall not be deemed to impose on the Seller any obligations not expressly set forth elsewhere in this Agreement.

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12.4.5.3 All reports, recommendations, data and other documents furnished by the Seller to the Buyer pursuant to this Clause 12.4 shall be deemed to be delivered under this Agreement and shall be subject to the terms, covenants and conditions set forth in this Clause 12.

## **12.5 Exclusivity of Warranties**

THIS CLAUSE 12 SETS FORTH THE EXCLUSIVE WARRANTIES, EXCLUSIVE LIABILITIES AND EXCLUSIVE OBLIGATIONS OF THE

[\*\*\*] Page 46/109

PRIVILEGED AND CONFIDENTIAL

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SELLER, AND THE EXCLUSIVE REMEDIES AVAILABLE TO THE BUYER, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, ARISING FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY KIND IN ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY, PART, SOFTWARE, DATA OR SERVICE DELIVERED BY THE SELLER UNDER THIS AGREEMENT.

THE BUYER RECOGNIZES THAT THE RIGHTS, WARRANTIES AND REMEDIES IN THIS CLAUSE 12 ARE ADEQUATE AND SUFFICIENT TO PROTECT THE BUYER FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY KIND IN THE GOODS AND SERVICES SUPPLIED UNDER THIS AGREEMENT. THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS, GUARANTEES AND LIABILITIES OF THE SELLER AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST THE SELLER, WHETHER EXPRESS OR IMPLIED BY CONTRACT, TORT, OR STATUTORY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMITY OR DEFECT OR PROBLEM OF ANY KIND IN ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY, PART, SOFTWARE, DATA OR SERVICE DELIVERED BY THE SELLER UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:

- (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE;
  - (2) ANY IMPLIED OR EXPRESS WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
  - (3) ANY RIGHT, CLAIM OR REMEDY FOR BREACH OF CONTRACT;
-

- (4) ANY RIGHT, CLAIM OR REMEDY FOR TORT, UNDER ANY THEORY OF LIABILITY, HOWEVER ALLEGED, INCLUDING, BUT NOT LIMITED TO, ACTIONS AND/OR CLAIMS FOR NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACTS, WILLFUL DISREGARD, IMPLIED WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY OR FAILURE TO WARN;

[\*\*\*] Page 47/109

PRIVILEGED AND CONFIDENTIAL

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- (5) ANY RIGHT, CLAIM OR REMEDY ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER STATE OR FEDERAL STATUTE;
- (6) ANY RIGHT, CLAIM OR REMEDY ARISING UNDER ANY REGULATIONS OR STANDARDS IMPOSED BY ANY INTERNATIONAL, NATIONAL, STATE OR LOCAL STATUTE OR AGENCY;
- (7) ANY RIGHT, CLAIM OR REMEDY TO RECOVER OR BE COMPENSATED FOR:
- (a) LOSS OF USE OR REPLACEMENT OF ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY OR PART PROVIDED UNDER THIS AGREEMENT;
- (b) LOSS OF, OR DAMAGE OF ANY KIND TO, ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY OR PART PROVIDED UNDER THIS AGREEMENT;
- (c) LOSS OF PROFITS AND/OR REVENUES;
- (d) ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE.
-

THE WARRANTIES AND SERVICE LIFE POLICY PROVIDED BY THIS AGREEMENT SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THE SELLER AND THE BUYER. IN THE EVENT THAT ANY PROVISION OF THIS CLAUSE 12 SHOULD FOR ANY REASON BE HELD UNLAWFUL, OR OTHERWISE UNENFORCEABLE, THE REMAINDER OF THIS CLAUSE 12 SHALL REMAIN IN FULL FORCE AND EFFECT.

[\*\*\*] Page 48/109

PRIVILEGED AND CONFIDENTIAL

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FOR THE PURPOSES OF THIS CLAUSE 12.5, THE "SELLER" SHALL BE UNDERSTOOD TO INCLUDE THE SELLER, ANY OF ITS SUPPLIERS, SUBCONTRACTORS, AND AFFILIATES.

#### **12.6      Duplicate Remedies**

The remedies provided to the Buyer under Clause 12.1 and Clause 12.2 as to any defect in respect of the Aircraft or any part thereof are mutually exclusive and not cumulative. The Buyer will be entitled to the remedy that provides the maximum benefit to it, as the Buyer may elect, pursuant to the terms and conditions of this Clause 12 for any particular defect for which remedies are provided under this Clause 12; provided, however, that the Buyer will not be entitled to elect a remedy under both Clause 12.1 and Clause 12.2 for the same defect. The Buyer's rights and remedies herein for the nonperformance of any obligations or liabilities of the Seller arising under these warranties will [\*\*\*].

#### **12.7      Negotiated Agreement**

The Buyer specifically recognizes that:

- (i)            the Specification has been agreed upon after careful consideration by the Buyer using its judgment as a professional operator of aircraft used in public transportation and as such is a professional within the same industry as the Seller;
  - (ii)          this Agreement, and in particular this Clause 12, has been the subject of discussion and negotiation and is fully understood by the Buyer; and
-

(iii) the price of the Aircraft and the other mutual agreements of the Buyer set forth in this Agreement were arrived at in consideration of, inter alia, the provisions of this Clause 12, specifically including the waiver, release and renunciation by the Buyer set forth in Clause 12.5.

## **12.8 Disclosure to Third Party Entity**

In the event of the Buyer intending to designate a third party entity (a "**Third Party Entity**") to administrate this Clause 12, the Buyer shall notify the Seller of such intention prior to any disclosure of this Clause to the selected Third Party Entity and shall cause such Third Party Entity to enter into a confidentiality agreement and or any other relevant documentation with the Seller solely for the purpose of administrating this Clause 12.

[\*\*\*] Page 49/109

PRIVILEGED AND CONFIDENTIAL

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## **12.9 Transferability**

Without prejudice to Clause 21.1, the Buyer's rights under this Clause 12 may not be assigned, sold, transferred, novated or otherwise alienated by operation of law or otherwise, without the Seller's prior written consent, which shall not be unreasonably withheld and the Seller shall reasonably cooperate with the foregoing.

Any transfer in violation of this Clause 12.9 shall, as to the particular Aircraft involved, void the rights and warranties of the Buyer under this Clause 12 and any and all other warranties that might arise under or be implied in law.

[\*\*\*] Page 50/109

PRIVILEGED AND CONFIDENTIAL

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## **13 PATENT AND COPYRIGHT INDEMNITY**

### **13.1 Indemnity**

13.1.1

Subject to the provisions of Clause 13.2.3, the Seller shall indemnify, defend and hold harmless the Buyer from and against any damages, costs and/or expenses including legal costs (excluding damages, costs, expenses, loss of profits and other liabilities in respect of or resulting from loss of use of the Aircraft) resulting from any infringement or claim of infringement by the Airframe (or any part or software installed therein at Delivery) of:

[\*\*\*]

13.1.2

Clause 13.1.1 shall not apply to

[\*\*\*]

13.1.3

In the event that the Buyer, due to circumstances contemplated in Clause 13.1.1, is prevented from using the Aircraft (whether by a valid judgment of a court of competent jurisdiction or by a settlement arrived at between claimant, Seller and Buyer), the Seller shall at its discretion and expense either:

13.2

## **Administration of Patent and Copyright Indemnity Claims**

13.2.1

If the Buyer receives a written claim or a suit is threatened or commenced against the Buyer for infringement of a patent or copyright referred to in Clause 13.1, the Buyer shall:

(i)

forthwith notify the Seller giving particulars thereof;

(ii)

furnish to the Seller all data, papers and records within the Buyer's control or possession relating to such patent or claim;

(iii)

refrain from admitting any liability or making any payment or assuming any expenses, damages, costs or royalties or otherwise acting in a manner prejudicial to the defense or denial of such suit or claim provided always that nothing in this sub-Clause (iii) shall prevent the Buyer from paying such sums as may be required in order to obtain the release of the Aircraft, provided such payment is accompanied by a denial of liability and is made without prejudice;

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- (iv) reasonably co-operate with, and render reasonable assistance to, the Seller [\*\*], as may be pertinent to the defense or denial of the suit or claim;
- (v) reasonably act in such a way as to mitigate damages, costs and expenses and/or reduce the amount of royalties which may be payable.

13.2.2 The Seller shall be entitled either in its own name or on behalf of the Buyer to conduct negotiations with the party or parties alleging infringement and may assume and conduct the defense or settlement of any suit or claim in the manner which, in the Seller's opinion, it deems proper; provided that Seller shall upon Buyer's request keep Buyer reasonably informed on such matter and to the extent that there is a settlement obligation imposed on the Buyer which is not covered by the indemnification obligations of the Seller, then such obligation shall require the prior written approval of Buyer, not to be unreasonably withheld.

13.2.3 The Seller's liability hereunder shall be conditional upon the strict and timely compliance by the Buyer with the terms of this Clause and is in lieu of any other liability to the Buyer express or implied which the Seller might incur at law as a result of any infringement or claim of infringement of any patent or copyright.

THE INDEMNITY PROVIDED IN THIS CLAUSE 13 AND THE OBLIGATIONS AND LIABILITIES OF THE SELLER UNDER THIS CLAUSE 13 ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER INDEMNITIES, WARRANTIES, OBLIGATIONS, GUARANTEES AND LIABILITIES ON THE PART OF THE SELLER AND RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST THE SELLER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY ARISING FROM OR WITH RESPECT TO LOSS OF USE OR REVENUE OR CONSEQUENTIAL DAMAGES), WITH RESPECT TO ANY ACTUAL OR ALLEGED PATENT INFRINGEMENT OR THE LIKE BY ANY AIRFRAME, PART OR SOFTWARE INSTALLED THEREIN AT DELIVERY, OR THE USE OR SALE THEREOF, PROVIDED THAT, IN THE EVENT THAT ANY OF THE AFORESAID PROVISIONS SHOULD FOR ANY REASON BE HELD UNLAWFUL OR OTHERWISE INEFFECTIVE, THE REMAINDER OF THIS CLAUSE SHALL REMAIN IN FULL FORCE AND EFFECT. THIS INDEMNITY AGAINST PATENT AND

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COPYRIGHT INFRINGEMENTS SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THE SELLER AND THE BUYER.

## 14 OEM TECHNICAL DATA AND BUYER DATA

[\*\*\*] Page 52/109

PRIVILEGED AND CONFIDENTIAL

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14.1 The OEM Technical Data shall be supplied in the English language using the aeronautical terminology in common use. Range, type, format and delivery schedule of the OEM Technical Data to be provided under this Agreement are outlined in Exhibit G hereto.

14.2 Aircraft Identification for OEM Technical Data

14.2.1 The following OEM Technical Data can be customized to the Aircraft:

- Aircraft Maintenance Manual,
- Illustrated Parts Catalogue,
- Trouble Shooting Manual,
- Aircraft Wiring Manual,
- Aircraft Schematics Manual, and
- Aircraft Wiring Lists.

For such OEM Technical Data , the Buyer agrees to the allocation of fleet serial numbers ("**Fleet Serial Numbers**") in the form of block of numbers selected in the range from 001 to 999.

14.2.2 The sequence [\*\*\*].

14.2.3 The Buyer shall indicate to the Seller the Fleet Serial Number allocated to each Aircraft corresponding to the delivery schedule set forth in Clause 9.1 [\*\*\*]. Neither the designation of such Fleet Serial Numbers nor the subsequent allocation of the Fleet Serial Numbers to Manufacturer Serial Numbers for the purpose of producing certain customized OEM Technical Data shall constitute any property, insurable or other interest of the Buyer in any Aircraft prior to the Delivery of such Aircraft as provided for in this Agreement. To the extent that the Buyer provides Buyer Data for inclusion in the OEM Technical Data, such Buyer Data shall not change ownership by virtue of such inclusion and Clause 22.8 shall apply.

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14.3 Integration of Equipment Data

14.3.1 Supplier Equipment

Information, including revisions, relating to Supplier equipment that is installed on the Aircraft at Delivery, or through Airbus Service Bulletins thereafter, shall be introduced into the customized OEM Technical Data to the extent necessary for understanding of the affected systems, [\*\*\*].

14.3.2 Buyer Furnished Equipment

[\*\*\*] Page 53/109

PRIVILEGED AND CONFIDENTIAL

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14.3.2.1 The Seller shall introduce BFE data for Buyer Furnished Equipment that is installed on the Aircraft by the Seller ("BFE Data") into the customized OEM Technical Data, [\*\*\*] to the Buyer for the initial issue of the OEM Technical Data provided at or before Delivery of the first Aircraft, provided such BFE Data is provided in accordance with the conditions set forth in Clauses 14.3.2.2 through 14.3.2.5 no such ref.

14.3.2.2 The Buyer shall supply, or shall cause the BFE Supplier(s) to supply on Buyer's behalf, BFE Data to the Seller [\*\*\*].

14.3.2.3 The BFE Data shall be supplied in English and shall be established in compliance with the then applicable revision of [\*\*\*], Information Standards for Aviation Maintenance.

14.3.2.4 The BFE Data shall be delivered in digital format and/or in Portable Document Format (PDF), as agreed between the Buyer and the Seller.

14.3.2.5 All costs related to the delivery to the Seller of the applicable BFE Data shall be [\*\*\*]

14.4 Supply

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- 14.4.1 OEM Technical Data shall be supplied on-line and/or off-line, as set forth in Exhibit G hereto.
- 14.4.2 [\*\*\*]
- 14.4.3 Delivery
- 14.4.3.1 For OEM Technical Data provided off-line, such OEM Technical Data and corresponding revisions shall be sent to up to two (2) addresses as indicated by the Buyer.
- 14.4.3.2 OEM Technical Data provided off-line shall be delivered by the Seller at the Buyer's named place of destination under DAP conditions. The term Delivered At Place (DAP) is defined in the Incoterms 2010 publication issued by the International Chamber of Commerce.
- 14.4.3.3 The OEM Technical Data shall be delivered according to a mutually agreed schedule to correspond with the Deliveries of Aircraft. The Buyer shall provide no less than [\*\*\*] when requesting a change to such delivery schedule.
- 14.4.4 It shall be the responsibility of the Buyer to coordinate and satisfy local Aviation Authorities' requirements with respect to OEM Technical Data.

[\*\*\*] Page 54/109

PRIVILEGED AND CONFIDENTIAL

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Reasonable quantities of such OEM Technical Data shall be supplied by the Seller [\*\*\*] at the Buyer's named place of destination.

Notwithstanding the foregoing, and in agreement with the relevant Aviation Authorities, preference shall be given to the on-line access to such Buyer Technical Data through the Airbus customer portal "AirbusWorld".

14.5 Revision Service

For each Aircraft purchased under this Agreement, revision service for the OEM Technical Data shall be provided [\*\*\*] (each a "**Revision Service Period**").

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Thereafter revision service shall be provided [\*\*\*].

14.6                   Service Bulletins (SB) Incorporation

During any Revision Service Period and upon the Buyer's request, which shall be made within [\*\*\*], Seller Service Bulletin information shall be incorporated into the OEM Technical Data, provided that the Buyer notifies the Seller through the relevant AirbusWorld on-line Service Bulletin Reporting application that it intends to accomplish such Service Bulletin, after which post Service Bulletin status shall be shown.

14.7                   OEM Technical Data Familiarization

Upon request by the Buyer, the Seller shall provide [\*\*\*] of OEM Technical Data familiarization training [\*\*\*] at the Seller's or the Buyer's facilities. The basic familiarization course is tailored for maintenance and engineering personnel.

14.8                   Customer Originated Changes (COC)

If the Buyer wishes to introduce Buyer Data, including BFE Data after the initial issue of the OEM Technical Data, (hereinafter "**COC Data**") into any of the customized OEM Technical Data that are identified as eligible for such incorporation in the Seller's then current Customer Services Catalog, the Buyer shall notify the Seller of such intention.

The incorporation of any COC Data shall be performed under the methods and tools for achieving such introduction and the conditions specified in the Seller's then current Customer Services Catalog.

14.9                   AirN@v Family products

[\*\*] Page 55/109

PRIVILEGED AND CONFIDENTIAL

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14.9.1               The OEM Technical Data listed below are provided on DVD and include integrated software (hereinafter together referred to as "**AirN@v Family**").

14.9.2               The AirN@v Family covers several OEM Technical Data domains, reflected by the following AirN@v Family products:

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- AirN@v / Maintenance,
- AirN@v / Planning,
- AirN@v / Repair,
- AirN@v / Workshop,
- AirN@v / Associated Data,
- AirN@v / Engineering.

14.9.3 AirN@v Family integrated software is subject to Part 1 of Exhibit I to the Agreement (the "**End-User License Agreement for Airbus Software**").

14.9.4 The revision service and the license to use AirN@v Family products shall be granted [\*\*\*]. At the end of such Revision Service Period, the yearly revision service for AirN@v Family products [\*\*\*] shall be provided to the Buyer [\*\*\*].

#### 14.10 On-Line Technical Data

14.10.1 The OEM Technical Data provided on-line shall be made available to the Buyer through the Airbus customer portal AirbusWorld ("AirbusWorld").

14.10.2 The list of the OEM Technical Data provided on-line may be extended from time to time.

For any OEM Technical Data which is or becomes available on-line, the Seller reserves the right to eliminate other formats.

14.10.3 Access to the AirbusWorld portal shall be [\*\*\*] of the Buyer's users (including two (2) Buyer's Administrators for the OEM Technical Data related to the Aircraft that are operated by the Buyer).

14.10.4 OEM Technical Data accessed through AirbusWorld portal are at all times subject to the conditions of this Clause 14.

#### 14.11 Waiver, Release and Renunciation

The Seller warrants that it has sufficient rights in the OEM Technical Data to provide Buyer the rights granted to Buyer under this Agreement and that the OEM Technical Data are prepared in

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accordance with the state of art at the date of their development. Should any OEM Technical Data prepared by the Seller contain a non-conformity or defect, the sole and exclusive

[\*\*] Page 56/109

PRIVILEGED AND CONFIDENTIAL

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liability of the Seller shall be to take all reasonable and proper steps to correct such OEM Technical Data. Irrespective of any other provisions herein, no warranties of any kind shall be given for the COC Data and Buyer Data.

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE SELLER (AS DEFINED BELOW FOR THE PURPOSES OF THIS CLAUSE) AND REMEDIES OF THE BUYER SET FORTH IN THIS CLAUSE 14 ARE [\*\*]

14.12 Proprietary Rights

14.12.1 All proprietary rights relating to OEM Technical Data, including but not limited to patent, design and copyrights, shall remain with the Seller and/or its Affiliates, as the case may be.

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14.12.2 The supply of the OEM Technical Data by Seller shall not be construed as any right for the Buyer to design or manufacture any aircraft or part thereof or any spare part.

14.13 Performance Engineer's Program

14.13.1 In addition to the OEM Technical Data, the Seller shall provide to the Buyer Software Services, which shall consist of the Performance Engineer's Programs ("PEP") for the Aircraft type covered under this Agreement. Such PEP is composed of software components and databases, and its use is subject to the End-User License Agreement for Airbus Software (as set forth in Exhibit I to the Agreement).

14.13.2 Use of the PEP shall be limited to [\*\*] to be used on the Buyer's computers for the purpose of computing performance engineering data. The PEP is intended for use on ground only and shall not be placed or installed on board the Aircraft.

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14.13.3 The license to use the PEP and the revision service shall be provided [\*\*\*]. At the end of such Revision Service Period, the PEP shall be provided to the Buyer [\*\*\*].

14.14 Future Developments

The Seller continuously monitors technological developments and applies them to OEM Technical Data, document and information systems' functionalities, production and methods of transmission.

[\*\*] Page 57/109

PRIVILEGED AND CONFIDENTIAL

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The Seller shall make such new developments available at [\*\*\*] for Buyer's use, [\*\*\*] and of the date by which the same shall be implemented by the Seller among users of the Seller's Airframes generally.

14.15 Confidentiality

14.15.1 This Clause 14, the OEM Technical Data, the Software Services and their content are designated as confidential. All such OEM Technical Data and Software Services are provided to the Buyer for the sole use of the Buyer who undertakes not to disclose the contents thereof to any third party without the prior written consent of the Seller, except as permitted herein or therein pursuant to any government or legal requirement imposed upon the Buyer. The OEM Technical Data shall be deemed "Confidential Information" under Clause 22.8 of the Agreement.

14.15.2 [\*\*\*]

14.15.3 [\*\*\*]

14.15.4 [\*\*\*]

14.16 Transferability

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Without prejudice to Clause 21.1, the Buyer's rights under this Clause 14 may not be assigned, sold, transferred, novated or otherwise alienated by operation of law or otherwise, without the Seller's prior written consent except as provided in the End User License for Airbus Software (as set forth in Exhibit I to the Agreement).

Any transfer in violation of this Clause 14.16 shall, as to the particular Aircraft involved, void the rights and warranties of the Buyer under this Clause 14 and any and all other warranties that might arise under or be implied in law.

[\*\*\*]

14.17

[\*\*\*]

**15**

## **SELLER REPRESENTATIVE SERVICES**

The Seller shall provide [\*\*\*] to the Buyer the services of Seller Representatives, as described in this Clause 15.

**15.1**

### **Seller Representatives**

The Seller shall provide to the Buyer the services of Seller customer support representatives (each a "**Seller Representative**"), for a total of:

[\*\*\*] Page 58/109

PRIVILEGED AND CONFIDENTIAL

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[\*\*\*]

Except as otherwise mutually agreed between the Parties, the number of such Seller Representatives shall not exceed [\*\*\*].

It is agreed and understood by the Buyer that the above allocation includes the statutory vacation period of the Seller Representatives, during which the Buyer shall have access to the services set out in Clause 15.3.

Each Seller Representative, or any other employee of the Seller providing services to the Buyer hereunder, shall be acting in an advisory capacity only and shall at no time be deemed to be an employee or agent of the Buyer, either directly or indirectly.

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## **15.2**

### **Location**

The Seller shall provide to the Buyer the services of Seller Representatives, at the Buyer's facilities or such other locations as the Parties may agree from time to time, for the duration defined in Clause 15.1.

## **15.3**

### **Availability**

#### **15.3.1**

The Parties acknowledge and agree that during the period defined in Clause 15.1, each Seller Representative may provide support to airlines other than the Buyer.

#### **15.3.2**

If, at the end of the Seller Representative's assignment, as set out in Clause 15.1, the Buyer needs technical assistance in an AOG situation, the Buyer shall have [\*\*\*] access to:

1)

AIRTAC (Airbus Technical AOG Centre); and

2)

the network of Seller Representatives of the Seller closest to the Buyer's main base, the contacts of which shall be provided to the Buyer.

## **15.4**

### **Buyer's Support at the Buyer's facilities**

If the Parties have agreed as per 15.2 on one or more Seller Representative(s) being based at the Buyer's facilities for all or part of the man-months set out in Clause 15.1, in consideration of which the conditions of this Clause 15.4 shall apply.

#### **15.4.1**

From the date of arrival of the first Seller Representative at the Buyer's facilities and for as long as [\*\*\*], the Buyer shall provide [\*\*\*] suitable lockable office for the use of the Seller Representative(s), conveniently located with respect to the Buyer's maintenance facilities, with complete

[\*\*\*] Page 59/109

PRIVILEGED AND CONFIDENTIAL

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office furniture and equipment including telephone and internet connections. All related communication costs shall be [\*\*\*] of all relevant justifications[\*\*\*].

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- 15.4.2 If the Buyer requests any Seller Representative to travel on business to a city other than his/her usual place of assignment, [\*\*\*].
- 15.4.3 The Buyer shall assist the Seller's obtaining [\*\*\*].

#### **15.5 Withdrawal of the Seller Representative**

The Seller shall have the right upon written notice to the Buyer to withdraw its assigned Seller Representatives as it sees fit if and for the duration that conditions exist that are, in the Seller's reasonable opinion, dangerous to their safety or health or prevent them from fulfilling their tasks.

[\*\*\*] Page 60/109

PRIVILEGED AND CONFIDENTIAL

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### **16 TRAINING SUPPORT AND SERVICES**

#### **16.1 General**

This Clause 16 sets out the terms and conditions for the supply by the Seller to the Buyer's personnel of training support and services to support the operation of the Aircraft.

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16.1.1

The Seller shall provide to the Buyer[\*\*\*] the training allowances set out in Appendix A to this Agreement.

The training courses conducted pursuant to this Agreement are not "Ab Initio Training Courses" and shall be as described in the CSC current at the time of performance of such training courses.

Training courses shall be conducted in English, using training aids written in English and using common aeronautical terminology.

16.1.2

The Parties shall mutually agree on the scheduling of training courses during a training conference (the "**Training Conference**") which shall be held, to the extent possible [\*\*\*].

16.2

## Training Location

16.2.1

The Seller shall:

- 1) provide training at one of its training centres [\*\*\*] (each a "**Seller Training Centre**"), or
- 2) if the unavailability of facilities or scheduling difficulties make training by the Seller at any Seller Training Centre impractical, ensure that the Buyer is provided with such training at another location selected by the Seller (each a "**Seller Chosen Training Location**"),

(individually or collectively a "**Training Centre**").

16.2.2

Upon the Buyer's request, the Seller may provide training at locations other than a Training Centre, including one of the Buyer's bases (each a "**Buyer Chosen Training Location**"), under terms and conditions to be agreed upon but subject to the provisions of Clause 16.5.

16.2.3

If the Buyer requests an Airbus training course to be conducted at a Buyer Chosen Training Location, the Buyer shall ensure that the training facilities at such location are suitably equipped with the adapted classroom space and equipment for such training. The Buyer shall to this effect provide all

necessary access and information with respect to such training facilities to the representatives of the Seller and the competent Aviation Authority.

[\*\*\*] Page 62/109

### **16.3 Training Courses**

**16.3.1** With respect to training courses performed under this Agreement:

- 1) for the duration of the training course at a Training Centre, the Seller shall make available to the trainees all necessary training media and training equipment; for the avoidance of doubt, such training equipment shall not include aircraft;

training material and equipment necessary for course performance at a Buyer Chosen Training Location shall be provided by the Buyer [\*\*\*] in accordance with the Seller's indications and requirements;

the Seller may however, upon the Buyer's request, provide the training material and equipment necessary for such course's performance [\*\*\*];

- 2) the equipment and curricula used for the training of flight, cabin and maintenance personnel shall not be fully customized but shall be configured as necessary to obtain the relevant Aviation Authority's approval;
  - 3) trainee documentation shall be made available to the trainees for the duration of the training course only, for the sole purpose of training, shall remain the property of the Seller and shall be returned to the Seller at the end of any training course;
-

- 4) at the end of each training course provided at a Training Centre each trainee shall receive either an attestation, indicating that the trainee has attended such course, or a certificate of course completion indicating the outcome of the relevant evaluation at the end of such training, as applicable. No such certificate or attestation shall represent authority or qualification by any Aviation Authority but may be presented to an Aviation Authority by the recipient in order to obtain relevant formal qualification;
- 5) when a training course is provided at a Seller Chosen Training Location, the Seller shall communicate to the Buyer the terms and conditions applicable to such training at the time it is offered.

#### **16.3.2 Exchange of Training Courses**

The Buyer may exchange any available training allowances set out in Appendix A against any training course set out in the Seller's "Training Course Exchange Matrix" current at the time of the request. Should the Buyer requests an exchange that is not contemplated under the Training

[\*\*\*] Page 63/109

PRIVILEGED AND CONFIDENTIAL

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Course Exchange Matrix, the Seller may agree to such swap subject to the terms and conditions set out in the CSC current at the time of the request.

#### **16.3.3 Timing of Requests, Rescheduling and Cancellation of Training Courses**

Further to the Training Conference, the Seller shall issue a training proposal to the Buyer (the "**Training Conference Proposal**").

With respect to any training request made outside of the Training Conference or any training exchange request made under Clause 16.3.2, the Buyer shall submit the request at the latest [\*\*\*] prior to the desired course start date and the Seller shall, subject to its commercial and planning constraints, issue to the Buyer a proposal with the earliest available training schedule (each a "**Training Proposal**").

The Buyer shall provide a written notification of its acceptance of the Training Conference Proposal or the Training Proposal, as applicable, within[\*\*\*] of receipt thereof (or

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such longer period as may be accepted in writing by the Seller), after which the Buyer shall be deemed to have refused such proposal.

Without prejudice to the foregoing, the Buyer may [\*\*\*] cancel or reschedule, fully or partially, any confirmed training course irrespective of its location, subject to a minimum advance notification of at least [\*\*\*] prior to the start of the relevant training course.

After such deadline, if the Buyer gives notice to the Seller:

[\*\*\*]

If a training course becomes available less than [\*\*\*], the Seller may issue a Training Proposal to the Buyer and the Buyer shall confirm in writing its acceptance of such course within [\*\*\*], subject to the provisions of this Clause 16.3.3.

The above cancellation or rescheduling fee shall be applied through deduction from the training allowance set out in Appendix A or invoicing at the Seller's then applicable price.

- 16.3.4** All training allowances indicated in Appendix A hereto are the total allowances granted for the entire fleet of Aircraft, unless otherwise specified herein. Should this Agreement be terminated with respect to any or all Aircraft

[\*\*\*] Page 64/109

PRIVILEGED AND CONFIDENTIAL

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then, in addition to any other rights and remedies available to it under the Agreement or at law, the Seller shall be entitled, on a prorata basis:

[\*\*\*]

- 16.3.5** If the Buyer does not use any or all of the training allowances provided pursuant to this Clause 16 within the timeframe set out in Appendix A [\*\*\*].

#### **16.4 Prerequisites and Conditions**

- 16.4.1** The Buyer shall be responsible for ensuring that the trainees registered on a training course have the prerequisite knowledge and experience specified for such course in the CSC.
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**16.4.2**

At the time of booking of a training course, and in no event later than [\*\*\*] prior to each course, the Buyer shall provide the Seller with a list of the trainees for each course, together with evidence of the qualification, proficiency and professional experience of each trainee and such other information as the Seller may request.

If the Seller determines:

- prior to the start of a course, that a trainee does not meet the prerequisites set out in the CSC; or
- at any time during a training course, that a trainee lacks the required level,

such trainee shall be withdrawn from such course.

Without prejudice to the above and with the aim of reintegrating the trainee into the course from which he was withdrawn, the Parties shall discuss the possibility of directing the trainee to an intermediate level training module or such other training as may be required, [\*\*\*].

**16.4.3**

The Seller does in no case warrant and shall not be held liable for any trainee's performance as a result of any training provided hereunder. For the purposes of this Clause 16.4.3, the "Seller" shall be understood to include the Seller, any of its suppliers and subcontractors, its Affiliates and any of their respective insurers.

**16.5****Logistics****16.5.1**

Travel and living expenses for the Buyer's trainees shall be borne [\*\*\*].

[\*\*\*] Page 65/109

PRIVILEGED AND CONFIDENTIAL

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The Buyer shall obtain all necessary authorizations, permits and visas necessary for its trainees to attend the training courses to be provided hereunder. Rescheduling or cancellation of training courses due to the Buyer's failure to obtain any such authorizations, permits and visas shall be subject to the provisions of Clauses 16.3.3.

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- 16.5.2** For any training provided by the Seller at a Buyer Chosen Training Location and for each Instructor providing support under this Clause 16 [\*\*\*].
- 16.5.3** The Seller shall not be liable to the Buyer for any delay or cancellation in the performance of any training outside of the Seller's Training Centers arising as a result of the transportation of the Seller's personnel.

## **16.6 Conditions Specific to Certain Training**

### **16.6.1 Flight Support**

If, during any period during which a Seller pilot Instructor is performing flight crew line initial operating experience at the Buyer Chosen Training Location, the Buyer wishes any such Instructor to perform any other flight support (such as but not limited to line assistance, demonstration flight(s), ferry flight(s)), it is understood that:

- 1) any such flight support shall be subject to the Seller's prior consent;
- 2) such Instructors shall only perform the above flight support to the extent they bear the relevant qualifications to do so; and
- 3) such flight(s) shall be deducted from the remaining allowance set out in Appendix A hereto.

### **16.6.2 Provision of Aircraft**

During any and all on-Aircraft training (whether flight or maintenance training) to be performed pursuant to this Clause 16, the Buyer shall provide [\*\*\*]an aircraft it owns or operates for the performance of such training. [\*\*\*]

### **16.6.3 Validation of Licenses**

The Buyer shall assist the Seller in obtaining the validation of the licenses of the Seller's pilot Instructors performing base flight training or flight crew line initial operating experience by the Aviation Authority of the country of registration of the aircraft on which the training is to be performed.

[\*\*\*] Page 66/109

PRIVILEGED AND CONFIDENTIAL

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## **16.7**

### **Transferability**

The Buyer's rights under this Clause 16 may not be assigned, sold, transferred, novated or otherwise alienated by operation of law or otherwise, without the Seller's prior written consent.

[\*\*\*] Page 67/109

PRIVILEGED AND CONFIDENTIAL

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### **APPENDIX "A" TO CLAUSE 16**

[\*\*\*]

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## **17 - EQUIPMENT SUPPLIER PRODUCT SUPPORT**

17.1

### **Equipment Supplier Product Support Agreements**

17.1.1

The Seller has obtained enforceable and transferable product support agreements from Suppliers of Supplier Parts. The Seller will [\*\*\*] to the Buyer transfer to the Buyer the Supplier Product Support Agreements, the benefit of which is hereby accepted by the Buyer. Said agreements become enforceable as soon as and for as long as an operator is identified as an Airbus aircraft operator.

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- 17.1.2 These agreements are based on the "World Airlines Suppliers Guide", are made available online to the Buyer through AirbusWorld, and include Supplier commitments as contained in the Supplier Product Support Agreements which include the following provisions:
- 17.1.2.1 Technical data and manuals required to operate, maintain, service and overhaul the Supplier Parts shall be prepared in accordance with the applicable provisions of ATA Specification including revision service and be published in the English language. The Seller shall recommend that a software user guide, where applicable, be supplied in the form of an appendix to the Component Maintenance Manual. Such data shall be provided in compliance with the applicable ATA Specification;
- 17.1.2.2 Warranties and guarantees, including standard warranties. In addition, landing gear Suppliers shall provide service life policies for selected structural landing gear elements;
- 17.1.2.3 Training to ensure efficient operation, maintenance and overhaul of the Supplier Parts for the Buyer's instructors, shop and line service personnel;
- 17.1.2.4 Spares data in compliance with [\*\*\*], initial provisioning recommendations, spare parts and logistic service including routine and expedite deliveries;
- 17.1.2.5 Technical service to assist the Buyer with maintenance, overhaul, repair, operation and inspection of Supplier Parts as well as required tooling and spares provisioning.

[\*\*\*] Page 69/109

PRIVILEGED AND CONFIDENTIAL

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## 17.2

### **Supplier Compliance**

The Seller shall monitor Suppliers' compliance with support commitments defined in the Supplier Product Support Agreements and shall, if necessary, jointly take remedial action with the Buyer.

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17.3 Nothing in this Clause 17 shall be construed to prevent or limit the Buyer from entering into direct negotiations with a Supplier with respect to different or additional terms and conditions applicable to Suppliers Parts selected by the Buyer to be installed on the Aircraft.

17.4 **Familiarization Training**

Upon the Buyer's request, the Seller shall provide [\*\*\*] the Buyer with Supplier Product Support Agreements familiarization training at the Seller's facilities in Blagnac, France. An on-line training module shall be further available through AirbusWorld.

[\*\*\*] Page 70/109

PRIVILEGED AND CONFIDENTIAL

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**18 - BUYER FURNISHED EQUIPMENT**

18.1 Administration

18.1.1.1 In accordance with the Specification, the Seller shall install those items of equipment that are identified in the Specification as being furnished by the Buyer ("**Buyer Furnished Equipment**" or "**BFE**"), provided that the BFE and the supplier of such BFE (the "**BFE Supplier**") are referred to in the Airbus BFE Product Catalog valid at the time the BFE Supplier is selected.

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18.1.1.2 Notwithstanding the foregoing and without prejudice to Clause 2.4, if the Buyer wishes to install BFE manufactured by a supplier who is not referred to in the Airbus BFE Product Catalog, the Buyer shall so inform the Seller and the Seller shall conduct a feasibility study of the Buyer's request, in order to consider approving such supplier, provided that such request is compatible with the Seller's industrial planning and the associated Scheduled Delivery Month for the Buyer's Aircraft. In addition, it is a prerequisite to such approval that the considered supplier be qualified by the Seller's Aviation Authorities to produce equipment for installation on civil aircraft. [\*\*\*] The Buyer shall cause any BFE supplier approved under this Clause 18.1.1.2 (each an "**Approved BFE Supplier**") to comply with the conditions set forth in this Clause 18 and specifically Clause 18.2.

Except for the specific purposes of this Clause 18.1.1.2, the term "BFE Supplier" shall be deemed to include Approved BFE Suppliers.

18.1.2.1 The Seller shall advise the Buyer of the dates by which, in the planned release of engineering for the Aircraft, the Seller requires a written detailed engineering definition encompassing a Declaration of Design and Performance (the "**BFE Engineering Definition**"). The Seller shall provide to the Buyer and/or the BFE Supplier(s), within an appropriate timeframe, the necessary interface documentation to enable the development of the BFE Engineering Definition.

The BFE Engineering Definition shall include the description of the dimensions and weight of BFE, the information related to its certification and the information necessary for the installation and operation thereof, including when applicable 3D models compatible with the Seller's systems. The Buyer shall furnish, or cause the BFE Suppliers to furnish, the BFE Engineering Definition by the dates specified.

Thereafter, the BFE Engineering Definition shall not be revised, except through an SCN executed in accordance with Clause 2.

[\*\*\*] Page 71/109

PRIVILEGED AND CONFIDENTIAL

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18.1.2.2

The Seller shall also provide to the Buyer, sufficiently in advance to meet customary BFE leadtimes, a schedule of dates and the shipping addresses for delivery of the BFE and, where requested by the Seller, additional spare BFE to permit installation in the Aircraft and Delivery of the Aircraft in accordance with the Aircraft delivery schedule. The Buyer shall provide, or cause the BFE Suppliers to provide, the BFE by such dates in a serviceable condition, in order to allow performance of any assembly, installation, test or acceptance process in accordance with the Seller's industrial schedule. In order to facilitate the follow-up of the timely receipt of BFE, the Buyer shall, upon the Seller's request, provide to the Seller dates and references of all BFE purchase orders placed by the Buyer.

The Buyer shall also provide, when requested by the Seller, at the applicable Delivery Location, adequate field service including support from BFE Suppliers to act in a technical advisory capacity to the Seller in the installation, calibration and possible repair of any BFE.

18.1.3

Without prejudice to the Buyer's obligations hereunder, in order to facilitate the development of the BFE Engineering Definition, the Seller shall organize meetings between the Buyer and BFE Suppliers. The Buyer hereby agrees to participate in such meetings and to provide adequate technical and engineering expertise to reach decisions within the defined timeframe.

In addition, throughout the development phase and up to Delivery of the Aircraft to the Buyer, the Buyer agrees:

- to monitor the BFE Suppliers and [\*\*\*] including but not limited to those set forth in the Customization Milestone Chart;
- that, should a timeframe, quality or other type of risk be identified at a given BFE Supplier, [\*\*\*];
- for major BFE, including, but not being limited to, seats, galleys and IFE ("**Major BFE**") to participate on a mandatory basis in the specific meetings that take place between BFE Supplier selection and BFE delivery, namely:
  - o Preliminary Design Review ("PDR"),
  - o Critical Design Review ("CDR");

- to attend the First Article Inspection ("FAI") for the first shipset of all Major BFE. Should the Buyer not attend such FAI, the Buyer shall delegate the FAI to the BFE Supplier and confirmation thereof shall be supplied to the Seller in writing;

[\*\*\*] Page 72/109

PRIVILEGED AND CONFIDENTIAL

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- to attend the Source Inspection ("SI") that takes place at the BFE Supplier's premises prior to shipping, for each shipset of all Major BFE. Should the Buyer not attend such SI, the Buyer shall delegate the SI to the BFE Supplier and confirmation thereof shall be brought to the Seller in writing. [\*\*\*]

The Seller shall be entitled to attend the PDR, the CDR and the FAI. In doing so, the Seller's employees shall be acting in an advisory capacity only and at no time shall they be deemed to be acting as Buyer's employees or agents, either directly or indirectly.

- 18.1.4            The BFE shall be imported into the location of final assembly of the Aircraft at the following addresses, as applicable:

AIRBUS OPERATIONS S.A.S.

316 Route de Bayonne

31300 TOULOUSE

FRANCE

or

AIRBUS OPERATIONS GmbH

Kreetslag 10

21129 HAMBURG

GERMANY

or

AIRBUS LOGISTICS CENTER

320 Airbus Way

Mobile AL 36615

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USA

or such other location as may be specified in writing by the Seller.

18.1.4.2            BFE delivered to [\*\*\*] and imported under a suspensive customs system ("Régime de l'entrepôt douanier ou régime de perfectionnement actif" or "Zollverschluss") without application of any [\*\*\*] or customs duty. [\*\*\*]

18.2            Applicable Requirements

[\*\*\*]

[\*\*\*] Page 73/109

PRIVILEGED AND CONFIDENTIAL

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The Seller shall be entitled to refuse any item of BFE that is incompatible, as determined by the Seller, with the Specification, the BFE Engineering Definition or the certification requirements for installation on the Aircraft and Seller shall promptly notify Buyer of the same.

[\*\*\*]

18.3 Buyer's Obligation and Seller's Remedies

18.3.1            Any delay or failure by the Buyer or the BFE Suppliers in:

- complying with the foregoing warranty or in providing the BFE Engineering Definition or field service mentioned in Clause 18.1.2.2, or
- furnishing the BFE in a serviceable condition at the requested delivery date, or
- obtaining any required approval for such BFE equipment under the above mentioned Aviation Authorities' regulations,

may delay the performance of any act to be performed by the Seller, including Delivery of the Aircraft [\*\*\*].

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18.3.2 In addition, in the event of any delay or failure mentioned in 18.3.1 above, the Seller may:

[\*\*\*]

18.4 Title and Risk of Loss

[\*\*\*]

18.5 Disposition of BFE Following Termination

[\*\*\*] Page 74/109

PRIVILEGED AND CONFIDENTIAL

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**19 - INDEMNITIES AND INSURANCE**

19.1 Seller's Indemnities

The Seller shall, except in the case of gross negligence or willful misconduct of the Buyer, its directors, officers, agents and/or employees, be solely liable for and shall indemnify and hold the Buyer, its Affiliates and each of their respective shareholders, members (if the Buyer or if its Affiliate is a limited liability company), directors, officers, agents, employees and insurers harmless against all losses, liabilities, claims, damages, costs and expenses, including court costs and reasonable attorneys' fees ("Losses"), arising from:

[\*\*\*]

19.2 Buyer's Indemnities

The Buyer shall, except in the case of gross negligence or willful misconduct of the Seller, its Affiliates or any of its respective directors, officers, agents or employees, be solely liable for and shall indemnify and hold the Seller, its Affiliates, its subcontractors, and each of their respective directors, officers, agents, employees and insurers (collectively, the "**Seller Indemnitees**"), harmless against all Losses arising from

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19.3

Notice and Defense of Claims

If any claim is made or suit is brought against a party or entity entitled to indemnification under this Clause 19 (the "**Indemnitee**") for damages for which liability has been assumed by the other party under this Clause 19 (the "**Indemnitor**"), the Indemnitee shall promptly give notice to the Indemnitor and the Indemnitor (unless otherwise requested by the Indemnitee) shall assume and conduct the defense, or settlement, of such claim or suit, as the Indemnitor shall deem prudent. Notwithstanding the foregoing, no settlement or compromise will be made without the prior written consent of any Indemnitee if such settlement or compromise would result in the imposition of an injunction or other equitable relief upon such Indemnitee, or if such Indemnitee is not unconditionally and irrevocably released from liabilities or obligations with respect to such suit or claim. Notice of the claim or suit shall be accompanied by all information pertinent to the matter as is reasonably available to the Indemnitee and shall be followed by such cooperation by the Indemnitee as the Indemnitor or its counsel may reasonably request, at the expense of the Indemnitor. The Indemnitee may participate, at its own expense, with Indemnitor in the defense or appeal of any such claim or suit, with attorneys of its choosing; provided that the Indemnitor retains sole control and authority regarding any such defense, compromise, settlement, appeal, or similar action, subject to all other provisions of this Clause 19.3.

If the Indemnitor fails or refuses to assume the defense of any claim or suit notified to it under this Clause 19, the Indemnitee shall have the right to proceed with the defense or settlement of the claim or suit as it deems prudent and shall have a claim against the Indemnitor for any judgments, settlements, costs or expenses, including reasonable attorneys' fees. Further, in such event, the Indemnitor shall be deemed to have waived any objection or defense to the Indemnitee's claim based on the reasonableness of any settlement.

19.4

Buyer Insurance

For all Aircraft Training Services, to the extent of the Buyer's undertaking set forth in Clause 19.2, the Buyer shall:

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- (a) cause the Seller Indemnitees to be named as additional insured under the Buyer's Comprehensive Aviation Legal Liability insurance policies, including War Risks and Allied Perils (such insurance to include the AVN 52E Extended Coverage Endorsement Aviation Liabilities or any further Endorsement replacing AVN 52E as may be available, including any excess coverage in respect of War and Allied Perils Third Parties Legal Liabilities Insurance that Buyer then maintains), and

[\*\*\*] Page 76/109

PRIVILEGED AND CONFIDENTIAL

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- (b) with respect to the Buyer's Hull All Risks and Hull War Risks insurances and Allied Perils, request the insurers of the Buyer's hull insurance policies to waive all rights of subrogation against the Seller Indemnitees.

Any applicable deductible shall be borne by the Buyer. The Buyer shall endeavor to furnish to the Seller, [\*\*\*]certificates of insurance, in English, evidencing the limits of liability cover and period of insurance coverage in a form reasonably acceptable to the Seller from the Buyer's insurance broker(s), certifying that such policies have been endorsed as follows:

- (i) under the Comprehensive Aviation Legal Liability Insurances, the Buyer's policies are primary and non-contributory to any insurance maintained by the Seller,
- (ii) such insurance can only be cancelled or materially altered by the giving of not less than [\*\*\*] prior written notice thereof to the Seller, and
- (iii) under any such cover, all rights of subrogation against the Seller Indemnitees have been waived to the extent of the Buyer's undertaking under Clause 19.2 and this Clause 19.4.

19.5

#### Seller Insurance

At the request of the Buyer, the Seller will furnish to the Buyer, certificates of insurance in English, evidencing the limits of liability cover and period of insurance covering the Seller's undertaking in Clause 19.1, in a form reasonably acceptable to the Buyer from the Seller's insurance broker(s).

[\*\*\*] Page 77/109

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**20 - TERMINATION**

20.1            Termination Events

Each of the following shall constitute a "**Termination Event**"

[\*\*\*]

20.2            Remedies in Event of Termination

20.2.1        If a Termination Event occurs, the Buyer shall be in material breach of this Agreement, and the Seller may elect any of the following remedies under the applicable law:

20.2.2        [\*\*\*]

20.2.3        [\*\*\*]

20.2.4.        The parties to this Agreement are commercially sophisticated parties acting within the same industry, and represented by competent counsel and the parties expressly agree and declare as follows:

[\*\*\*]

20.3            Definitions

For purposes of this Clause 20, the terms "Affected Aircraft", "Applicable Date" and "Escalated Price" are defined as follows:

i.                "**Affected Aircraft**" - any or all Aircraft with respect to which [\*\*\*]

[\*\*\*] "**Applicable Date**" - for any Affected Aircraft, the date [\*\*\*]

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20.4                    Notice of Termination Event

[\*\*\*] the Buyer shall notify the Seller of such occurrence in writing, provided, that any failure by the Buyer to notify the Seller shall not prejudice the Seller's rights or remedies hereunder.

20.5                    Information Covenants

[\*\*\*] Page 78/109

PRIVILEGED AND CONFIDENTIAL

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In the event that the Buyer's shares cease to be publically traded and the Buyer is no longer regulated under the US Securities and Exchange Commission, then the Seller may request and the Buyer commit to reasonable information covenants, including but not limited to the commitment to provide the Seller with timely audited annual and interim financial statements.

20.6                    Nothing contained in this Clause 20 shall be deemed to waive or limit the Seller's rights or ability to request adequate assurance under Article 2, Section 609 of the Uniform Commercial Code (the "UCC"). It is further understood that any commitment of the Seller or the Propulsion Systems manufacturer to provide financing to the Buyer shall not constitute adequate assurance under Article 2, Section 609 of the UCC.

[\*\*\*] Page 79/109

PRIVILEGED AND CONFIDENTIAL

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**21 - ASSIGNMENTS AND TRANSFERS**

21.1                    Assignments

Except as set forth herein, neither party may sell, assign, novate or transfer its rights or obligations (in whole or in part) under this Agreement to any person without the prior written consent of the other party. Notwithstanding the foregoing, Seller shall have the right to assign or transfer its right to receive Predelivery Payments and the Balance of the Final Price to a third party, including a financier or lender, [\*\*\*].

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21.2 Assignments on Sale, Merger or Consolidation - Buyer

[\*\*\*]

21.3 Designation of Affiliates for Performance [\*\*\*]

The Seller may at any time by notice to the Buyer designate facilities or personnel of the Seller or any Affiliate of the Seller at which or by whom the services to be performed under this Agreement shall be performed. Notwithstanding such designation, the Seller shall remain ultimately responsible for fulfilment of all obligations undertaken by the Seller in this Agreement.

21.4 Transfer of Rights and Obligations upon Reorganization [\*\*\*]

If the Seller is subject to a corporate restructuring having as its object the transfer of, or succession by operation of law in, all or a substantial part of its assets and liabilities, rights and obligations, including those existing under this Agreement, to a person (the "**Successor**") that is an Affiliate of the Seller at the time of that restructuring, for the purpose of the Successor carrying on the business carried on by the Seller at the time of the restructuring, such restructuring shall be completed without consent of the Buyer following notification by the Seller to the Buyer in writing, [\*\*\*]. The Buyer recognizes that succession of the Successor to the Agreement by operation of law that is valid under the law pursuant to which that succession occurs shall be binding upon the Buyer, provided that it includes the succession of the Seller's obligations hereunder.

21.5 Assignment [\*\*\*]

[\*\*\*]

21.6 [\*\*\*]

21.6.1 [\*\*\*]

[\*\*\*] Page 80/109

PRIVILEGED AND CONFIDENTIAL

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21.6.2 [\*\*\*]

**22 - MISCELLANEOUS PROVISIONS**

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22.1

[\*\*\*]

22.2

Notices

All notices and requests required or authorized hereunder shall be given in writing either by personal delivery to an authorized officer of the party to whom the same is given or by commercial courier or express mail at the addresses and numbers set forth below. The date on which any such notice or request is so personally delivered, or if such notice or request is given by commercial courier or express mail, the date on which sent, provided that if such date is not a Business Day notice shall be deemed to have been received on the first following Business Day, shall be deemed to be the effective date of such notice or request.

The Seller will be addressed at:

Airbus S.A.S.  
Attention: V.P Contracts  
2, rond-point Emile Dewoitine  
31700 Blagnac  
France  
Email: vp.contracts@airbus.com

The Buyer shall be addressed at:

Spirit Airlines,  
2800 Executive Way,  
Miramar, Florida 33025, U.S.A.  
Attention: Legal Department

[\*\*\*]

Attention: Treasury Department

[\*\*\*]

From time to time, the party receiving the notice or request may designate in writing another address or another person.

[\*\*\*] Page 81/109

PRIVILEGED AND CONFIDENTIAL

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22.3

Waiver

The failure of either party to enforce at any time any of the provisions of this Agreement, to exercise any right herein provided or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a present or future waiver of such provisions nor in any way to affect the validity of this Agreement or any part hereof or the right of the other party thereafter to enforce each and every such provision. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

22.4

Certain Representations of the Parties

22.4.1

Buyer's Representations

The Buyer represents and warrants to the Seller:

- (i) the Buyer is a corporation organized and existing in good standing under the laws of the State of Delaware and has the corporate power and authority to enter into and perform its obligations under this Agreement;
- (ii) neither the execution and delivery by the Buyer of this Agreement, nor the consummation of any of the transactions by the Buyer contemplated thereby, nor the performance by the Buyer of the obligations thereunder, constitutes a breach of any agreement to which the Buyer is a party or by which its assets are bound;
- (iii) this Agreement has been duly authorized, executed and delivered by the Buyer and constitutes the legal, valid and binding obligation of the Buyer enforceable against the Buyer in accordance with its terms.

22.4.2

Seller's Representations

The Seller represents and warrants to the Buyer:

- (i) the Seller is organized and existing in good standing under the laws of the Republic of France and has the corporate power and authority to enter into and perform its obligations under the Agreement;

(ii) neither the execution and delivery by the Seller of this Agreement, nor the consummation of any of the transactions by the Seller contemplated thereby, nor the performance by the Seller of the

[\*\*\*] Page 82/109

PRIVILEGED AND CONFIDENTIAL

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obligations thereunder, constitutes a breach of any agreement to which the Seller is a party or by which its assets are bound;

(iii) this Agreement has been duly authorized, executed and delivered by the Seller and constitutes the legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms.

22.5

Interpretation and Law

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF SHALL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Each of the Seller and the Buyer (i) hereby irrevocably submits itself to the nonexclusive jurisdiction of the courts of the state of New York, New York County, of the United States District Court for the Southern District of New York, for the purposes of any suit, action or other proceeding arising out of this Agreement, the subject matter hereof or any of the transactions contemplated hereby brought by any party or parties hereto, and (ii) hereby waives, and agrees not to assert, by way of motion, as a defense or otherwise, in any such suit, action or proceeding, to the extent permitted by applicable law, any defense based on sovereign or other immunity or that the suit, action or proceeding which is referred to in clause (i) above is brought in an inconvenient forum, that the venue of such suit, action or proceeding is improper, or that this Agreement or the subject matter hereof or any of the transactions contemplated hereby may not be enforced in or by these courts.

THE PARTIES HEREBY ALSO AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS TRANSACTION.

22.5.1

[INTENTIONALLY OMITTED]

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- 22.5.2 The assumption in Clause 22.5.1 made for the purpose of effecting the service of process shall not affect any assertion of diversity by either party hereto initiating a proceeding in the New York Federal Courts or seeking transfer to the New York Federal Courts on the basis of diversity.
- 22.5.3 Service of process in any suit, action or proceeding in respect of any matter as to which the Seller or the Buyer has submitted to jurisdiction under Clause 22.5 (i) may be made on the Seller by delivery of the same personally to CT Corporation, New York City offices as agent for the Seller, it being agreed

[\*\*] Page 83/109

PRIVILEGED AND CONFIDENTIAL

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that service upon CT Corporation shall constitute valid service upon the Seller or by any other method authorized by the laws of the State of New York, and (ii) may be made on the Buyer by service on Corporation Service Company, 80 State Street, Albany, New York 12207-2543.

22.5.4 Headings

All headings in this Agreement are for convenience of reference only and do not constitute a part of this Agreement.

22.6 Waiver of Jury Trial

EACH OF THE PARTIES HERETO WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM OR CROSS-CLAIM THEREIN.

22.7 No Representations Outside of this Agreement

The parties declare that, prior to the execution of this Agreement, they, with the advice of their respective counsel, apprised themselves of sufficient relevant data in order that they might intelligently exercise their own judgments in deciding whether to execute this Agreement and in deciding on the contents of this Agreement. Each party further declares that its decision to execute this Agreement is not predicated on or influenced by any declarations or representations by any other person, party, or any predecessors in interest, successors, assigns, officers, directors, employees, agents or attorneys of any said person or party, except as set forth in this Agreement. This Agreement resulted from negotiation involving counsel for all

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of the parties hereto and no term herein shall be construed or interpreted against any party under the contra proferentum or any related doctrine.

22.8

Confidentiality

Subject to any legal or governmental requirements of disclosure, the parties (which for this purpose shall include their employees, and legal counsel) shall maintain the terms and conditions of this Agreement and any reports or other data furnished hereunder strictly confidential, including but not limited to, the Aircraft pricing (the "**Confidential Information**"). Without limiting the generality of the foregoing, each party shall use its best efforts to limit the disclosure of the contents of this Agreement to the extent legally permissible in (i) any filing or disclosure required to be made by such party with any governmental agency and shall make such applications as shall be necessary to implement the foregoing, and (ii) any press release concerning the whole or any part of the contents and/or subject matter hereof

[\*\*\*] Page 84/109

PRIVILEGED AND CONFIDENTIAL

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or of any future addendum hereto. With respect to any public disclosure or filing, the Buyer agrees to submit to the Seller a copy of the proposed document to be disclosed or filed and shall give the other party a reasonable period of time in which to review said document. The Buyer and the Seller shall consult with each other prior to the making of any public disclosure or filing, permitted hereunder, of this Agreement or the terms and conditions thereof.

The provisions of this Clause 22.9 shall survive any termination of this Agreement.

22.9

Severability

If any provision of this Agreement should for any reason be held ineffective, the remainder of this Agreement shall remain in full force and effect. To the extent permitted by applicable law, each party hereto hereby waives any provision of law that renders any provision of this Agreement prohibited or unenforceable in any respect.

22.10

Entire Agreement; amendments

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written. This Agreement shall not be amended or modified except by an instrument in writing of even date herewith or subsequent hereto executed by both parties or by their fully authorized representatives.

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22.11

Inconsistencies

In the event of any inconsistency between the terms of this Agreement and the terms contained in either (i) the Specification, or (ii) any other Exhibit, in each such case the terms of this Agreement shall prevail over the terms of the Specification or any other Exhibit. For the purpose of this Clause 22.11, the term Agreement shall not include the Specification or any other Exhibit hereto.

22.12

Language

All correspondence, documents and any other written matters in connection with this Agreement shall be in English.

22.13

Counterparts

Notwithstanding the foregoing, this Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed

[\*\*\*] Page 85/109

PRIVILEGED AND CONFIDENTIAL

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and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

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[\*\*\*] Page 86/109

PRIVILEGED AND CONFIDENTIAL

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IN WITNESS WHEREOF, this A320 NEO Agreement was entered into as of the day and year first above written.

AIRBUS, S.A.S.

By: /s/ Benoit de Saint-Exupery

Title: Senior Vice President, Contracts

SPIRIT AIRLINES, INC.

By: /s/ Scott M Haralson

Title: Senior Vice President and Chief Financial Officer

[\*\*\*] Page 87/109

PRIVILEGED AND CONFIDENTIAL

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**Exhibit A**

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**EXHIBITA**

**SPECIFICATION**

The A319 NEO Standard Specification, A320 NEO Standard Specification and A321-200 NX Standard Specification are contained in a separate folder.

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PRIVILEGED AND CONFIDENTIAL

Page 1/1

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**EXHIBIT B**

**EXHIBIT B**

**Exhibit B-1:** Form of a Specification Change Notice

**Exhibit B-2:** Form of a Manufacturer's Specification Change Notice

[\*\*\*] Exhibit B

PRIVILEGED AND CONFIDENTIAL Page 1/7

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**SPECIFICATION CHANGE NOTICE  
(SCN)**

For  
SCN Number  
Issue  
Dated  
Page

**Title :**

**Description :**

**Effect on weight :**

- Manufacturer's Weight Empty change :
- Operational Weight Empty change :
- Allowable Payload change :

**Remarks / References**

**Specification changed by this SCN**

This SCN requires prior or concurrent acceptance of the following SCN (s):

**Price per aircraft**

US DOLLARS:

AT DELIVERY CONDITIONS:

This change will be effective on AIRCRAFT N° and subsequent.

Provided approval is received by

**Buyer approval Seller approval**

By : By :

Date : Date :

[\*\*\*] Exhibit B

PRIVILEGED AND CONFIDENTIAL Page 2/7



**SPECIFICATION CHANGE NOTICE  
(SCN)**

For

SCN Number  
Issue  
Dated  
Page

**Specification repercussion:**

After contractual agreement with respect to weight, performance, delivery, etc, the indicated part of the specification wording will read as follows:



**SPECIFICATION CHANGE NOTICE  
(SCN)**

For  
SCN Number  
Issue  
Dated  
Page

**Scope of change (FOR INFORMATION ONLY)**

[\*\*\*] Exhibit B

PRIVILEGED AND CONFIDENTIAL Page 4/7

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**MANUFACTURER'S SPECIFICATION CHANGE NOTICE  
(MSCN)**

For  
MSCN Number  
Issue  
Dated  
Page

**Title :**

**Description :**

**Effect on weight :**

- Manufacturer's Weight Empty change :
- Operational Weight Empty change :
- Allowable Payload change :

**Remarks / References**

**Specification changed by this MSCN**

**Price per aircraft**

US DOLLARS:  
AT DELIVERY CONDITIONS:

This change will be effective on AIRCRAFT N° and subsequent.

Provided MSCN is not rejected by

**Buyer approval Seller approval**

By : By :

Date : Date :

[\*\*\*] Exhibit B

PRIVILEGED AND CONFIDENTIAL Page 5/7



**MANUFACTURER'S SPECIFICATION CHANGE NOTICE  
(MSCN)**

For

MSCN Number  
Issue  
Dated  
Page

**Specification repercussion:**

After contractual agreement with respect to weight, performance, delivery, etc, the indicated part of the specification wording will read as follows:



**MANUFACTURER'S SPECIFICATION CHANGE NOTICE  
(MSCN)**

For

MSCN Number  
Issue  
Dated  
Page

**Scope of change (FOR INFORMATION ONLY)**

[\*\*\*] Exhibit B

PRIVILEGED AND CONFIDENTIAL Page 7/7

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## **Exhibit C**

### **PART 1      SELLER PRICE REVISION FORMULA**

#### **1            BASE PRICE**

The Airframe Base Price quoted in Clause 3.1 of the Agreement is subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics, and in accordance with the provisions hereof.

#### **2            BASE PERIOD**

The Airframe Base Price has been established in accordance with the average economic conditions prevailing in [\*\*\*] as defined by "ECIb" and "ICb" index values indicated hereafter.

#### **3            INDEXES**

Labor Index: "Employment Cost Index for Workers in Aerospace manufacturing" hereinafter referred to as "ECI336411W", quarterly published by the US Department of Labor, Bureau of Labor Statistics, in "NEWS", and found in Table 9, "WAGES and SALARIES (not seasonally adjusted): Employment Cost Indexes for Wages and Salaries for private industry workers by industry and occupational group", or such other name that may be from time to time used for the publication title and/or table, (Aircraft manufacturing, NAICS Code 336411, base month and year December 2005 = 100).

The quarterly value released for a certain month (March, June, September and December) shall be the one deemed to apply for the two preceding months.

Index code for access on the Web site of the US Bureau of Labor Statistics: CIU20232110000001.

Material Index: "Industrial Commodities" (hereinafter referred to as "IC") as published in "PPI Detailed Report" (found in Table 9. "Producer price indexes and percent changes for commodity and service groupings and individual items not seasonally adjusted" or such other names that may be from time to time used for the publication title and/or table). (Base Year 1982 = 100).

Index code for access on the Web site of the US Bureau of Labor Statistics: WPU03THRU15.

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Exhibit C - 1 Seller Price Revision Formula

[\*\*\*] PRIVILEGED AND CONFIDENTIAL

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## **Exhibit C**

**4**

### **REVISION FORMULA**

[\*\*\*]

**5**

### **GENERAL PROVISIONS**

**5.1**

#### **Roundings**

The Labor Index average and the Material Index average shall be computed to the first decimal. If the next succeeding place is five (5) or more, the preceding decimal place shall be raised to the next higher figure.

Each quotient [\*\*\*] and [\*\*\*] shall be rounded to the nearest ten-thousandth (4 decimals). If the next succeeding place is five (5) or more, the preceding decimal place shall be raised to the next higher figure.

The final factor [\*\*\*] shall be rounded to the nearest ten-thousandth (4 decimals).

The final price shall be rounded to the nearest whole number (0.5 or more rounded to 1).

**5.2 Substitution of Indexes for Seller Price Revision Formula**

If:

- (i) the United States Department of Labor substantially revises the methodology of calculation of the Labor Index or the Material Index as used in the Seller Price Revision Formula, or
- (ii) the United States Department of Labor discontinues, either temporarily or permanently, such Labor Index or such Material Index, or
- (iii) the data samples used to calculate such Labor Index or such Material Index are substantially changed;

the Seller shall select a substitute index for inclusion in the Seller Price Revision Formula (the "Substitute Index").

Exhibit C - 1 Seller Price Revision Formula

[\*\*\*] PRIVILEGED AND CONFIDENTIAL

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## **Exhibit C**

The Substitute Index shall reflect as closely as possible the actual variance of the Labor Costs or of the material costs used in the calculation of the original Labor Index or Material Index as the case may be.

As a result of the selection of the Substitute Index, the Seller shall make an appropriate adjustment to the Seller Price Revision Formula to combine the successive utilization of the original Labor Index or Material Index (as the case may be) and of the Substitute Index.

### **5.3                  Final Index Values**

The Index values as defined in Clause 4 above shall be considered final and no further adjustment to the base prices as revised at Delivery of the Aircraft shall be made after Aircraft Delivery for any subsequent changes in the published Index values.

### **5.4                  Limitation**

Should the sum of [\*\*\*]

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Exhibit C - 1 Seller Price Revision Formula

[\*\*\*] - PRIVILEGED AND CONFIDENTIAL

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## **Exhibit C**

### **PART 2 PROPULSION SYSTEMS PRICE REVISION FORMULA CFM INTERNATIONAL**

#### **1. REFERENCE PRICE OF THE PROPULSION SYSTEMS**

The Reference Price of a set of two (2) CFM INTERNATIONAL LEAP Propulsion Systems is:

[\*\*\*]

This Reference Price is subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics and in accordance with the provisions of Clauses 4 and 5 hereof.

#### **2. REFERENCE PERIOD**

The Reference Price has been established in accordance with the economic conditions prevailing for a theoretical delivery in [\*\*\*] as defined by CFM INTERNATIONAL by the Reference Composite Price Index (CPI) [\*\*\*].

#### **3. INDEXES**

Labor Index: "Employment Cost Index for Workers in Aerospace manufacturing" hereinafter referred to as "**ECI336411W**", quarterly published by the US Department of Labor, Bureau of Labor Statistics, in "NEWS", and found in: Table 9, "WAGES and SALARIES (not seasonally adjusted): Employment Cost Indexes for Wages and Salaries for private industry workers by industry and occupational group", or such other name that may be from time to time used for the publication title and/or table, (Aircraft manufacturing, NAICS Code 336411, **base month and year December 2005 = 100, hereinafter multiplied by [\*\*\*] and rounded to the first decimal place**) .

The quarterly value released for a certain month (March, June, September and December) shall be the one deemed to apply for the two preceding months.

Index code for access on the Web site of the US Bureau of Labor Statistics: CIU20232110000001

Material Index: "Industrial Commodities" (hereinafter referred to as "**IC**") as published in "PPI detailed report" (found in Table 9. "Producer price indexes and percent changes for commodity groupings and individual items not seasonally adjusted" or such other names that may be from time to time used for the publication title and/or table). (Base Year 1982 = 100).

Exhibit C - 2 CFM Price Revision Formula  
[\*\*\*] - PRIVILEGED AND CONFIDENTIAL

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## **Exhibit C**

Index code for access on the Web site of the US Bureau of Labor Statistics: WPU03THRU15.

Exhibit C - 2 CFM Price Revision Formula  
[\*\*\*] - PRIVILEGED AND CONFIDENTIAL

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## **Exhibit C**

### **4. REVISION FORMULA**

[\*\*\*]

### **5. GENERAL PROVISIONS**

#### **5.1 Roundings**

- (i) The Material index average (ICn) shall be rounded to the nearest second decimal place and the labor index average (ECIn) shall be rounded to the nearest first decimal place.
- (ii) CPI shall be rounded to the nearest second decimal place.
- (iii) The final factor [\*\*\*] shall be rounded to the nearest third decimal place.

If the next succeeding place is five (5) or more, the preceding decimal place shall be raised to the next higher figure. After final computation Pn shall be rounded to the nearest whole number (0.5 rounds to 1).

#### **5.2 Final Index Values**

The revised Reference Price at the date of Aircraft Delivery shall not be subject to any further adjustments in the indexes.

#### **5.3 Interruption of Index Publication**

If the US Department of Labor substantially revises the methodology of calculation or discontinues any of these indexes referred to hereabove, the Seller shall reflect the substitute for the revised or discontinued index selected by CFM INTERNATIONAL, such substitute index to lead in application to the same adjustment result, insofar as possible, as would have been achieved by continuing the use of the original index as it may have fluctuated had it not been revised or discontinued.

Appropriate revision of the formula shall be made to accomplish this result.

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Exhibit C - 2 CFM Price Revision Formula

[\*\*\*] - PRIVILEGED AND CONFIDENTIAL

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## **Exhibit C**

**5.4**

### **Annulment of the Formula**

Should the above escalation provisions become null and void by action of the US Government, the Reference Price shall be adjusted due to increases in the costs of labor and materiel which have occurred from the period represented by the applicable Reference Composite Price Index to the twelfth (12th) month prior to the month of Aircraft Delivery.

**5.5**

### **Limitation**

[\*\*\*]

Exhibit C - 2 CFM Price Revision Formula

[\*\*\*] - PRIVILEGED AND CONFIDENTIAL

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## **Exhibit C**

### **PART 3            PROPULSION SYSTEMS PRICE REVISION FORMULA**

#### **IAE LLC**

##### **1.            REFERENCE PRICE OF THE PROPULSION SYSTEMS**

The Reference Price of a set of two (2) IAE LLC PW1100G-JM Propulsion Systems is:

[\*\*\*]

The Reference Price is subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics, and in accordance with the provisions hereof.

##### **2.            BASE PERIOD**

The Reference Price has been established in accordance with the average economic conditions prevailing in [\*\*\*] as defined by "ECIb", "ICb" and "C10b" index values indicated hereafter.

##### **3.            INDEXES**

Labor Index: "Employment Cost Index for Workers in Aerospace manufacturing" hereinafter referred to as "ECI336411W", quarterly published by the US Department of Labor, Bureau of Labor Statistics, in "NEWS", and found in Table 9, "WAGES and SALARIES (not seasonally adjusted): Employment Cost Indexes for Wages and Salaries for private industry workers by industry and occupational group", or such other name that may be from time to time used for the publication title and/or table, (Aircraft manufacturing, NAICS Code 336411, base month and year December 2005 = 100).

The quarterly value released for a certain month (March, June, September and December) shall be the one deemed to apply for the two preceding months.

Index code for access on the Web site of the US Bureau of Labor Statistics: CIU20232110000001.

[\*\*\*] Exhibit C

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## **Exhibit C**

Material Index: "Industrial Commodities" (hereinafter referred to as "IC") as published in "PPI Detailed Report" (found in Table 9. "Producer Price indexes and percent changes for commodity and service groupings and individual items not seasonally adjusted" or such other names that may be from time to time used for the publication title and/or table). (Base Year 1982 = 100)

Index code for access on the Web site of the US Bureau of Labor Statistics: WPU03THRU15

Metal Index: "Metals and metal products" Code 10" (hereafter referred to as "C10") as published in "PPI Detailed Report" (found in Table 9. "Producer Price indexes and percent changes for commodity and service groupings and individual items not seasonally adjusted" or such other names that may be from time to time used for the publications title and/or table). (Base 1982 = 100).

Index code for access on the Web site of the US Bureau of Labor Statistics: WPU10

### **4. REVISION FORMULA**

[\*\*\*]

### **5. GENERAL PROVISIONS**

#### **5.1 Roundings**

The Labor Index average, the Material Index average and the Metal Index average shall be computed to the first decimal. If the next succeeding place is five (5) or more, the preceding decimal place shall be raised to the next higher figure.

Each quotient [\*\*\*] shall be rounded to the nearest ten-thousandth (4 decimals). If the next succeeding place is five (5) or more, the preceding decimal place shall be raised to the next higher figure.

The final factor shall be rounded to the nearest ten-thousandth (4 decimals).

The final price shall be rounded to the nearest whole number (0.5 or more rounded to 1).

[\*\*\*] Exhibit C

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## **Exhibit C**

### **5.2 Substitution of Indexes for Price Revision Formula**

If:

United States Department of Labor substantially revises the methodology of calculation of the Labor Index , the Material Index or the Metal Index, as used in the Price Revision Formula, or

United States Department of Labor discontinues, either temporarily or permanently, such Labor Index, such Material Index or such Metal Index, or

data samples used to calculate such Labor Index, such Material Index, or such Metal Index are substantially changed;

IAE LLC shall select a substitute index for inclusion in the Price Revision Formula (the "Substitute Index") and the Seller shall reflect such Substitute Index.

The Substitute Index shall reflect as closely as possible the actual variance of the labor costs, of the material costs or of the metal costs used in the calculation of the original Labor Index, Material Index or Metal Index, as the case may be.

As a result of the selection of the Substitute Index, an appropriate adjustment to the Price Revision Formula shall be performed, to combine the successive utilization of the original Labor Index, Material Index or Metal Index (as the case may be) and of the Substitute Index.

### **5.3 Final Index Values**

The Index values as defined in Clause 4 above shall be considered final and no further adjustment to the adjusted Reference Price as revised at Aircraft Delivery (or payment of such revised amounts, as the case may be) shall be respectively made after Aircraft Delivery (or payment of such adjusted amounts, as the case may be) for any subsequent changes in the published Index values.

### **5.4 Limitation**

[\*\*\*]

[\*\*\*] Exhibit C  
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**EXHIBIT D**

**CERTIFICATE OF ACCEPTANCE**

In accordance with the terms of clause \_\_\_\_\_ of the \_\_\_\_\_ purchase agreement dated \_\_\_\_\_ and made between Spirit Airlines, Inc (the "**Customer**") and Airbus S.A.S., as amended and supplemented from time to time (the "**Purchase Agreement**"), the technical acceptance tests relating to one Airbus A3\_\_\_\_\_-\_\_\_\_ aircraft bearing manufacturer's serial number \_\_\_\_\_ and registration mark \_\_\_\_\_ (the "**Aircraft**") have taken place in \_\_\_\_\_.

In view of said tests having been carried out with satisfactory results, the Customer, hereby approves the Aircraft as being in conformity with the provisions of the Purchase Agreement and accepts the Aircraft for delivery in accordance with the provisions of the Purchase Agreement.

Such acceptance shall not impair the rights that may be derived from the warranties relating to the Aircraft set forth in the Purchase Agreement.

Any right at law or otherwise to revoke this acceptance of the Aircraft is hereby irrevocably waived.

IN WITNESS WHEREOF, the Customer, has caused this instrument to be executed by its duly authorised representative this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_.

**SPIRIT AIRLINES, INC.**

Name:

Title:

Signature:

[\*\*\*] Exhibit D

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**EXHIBIT E-1**

**BILL OF SALE**

Know all men by these presents that Airbus Americas Inc., a Delaware corporation having its principal place of business at 2550 Wasser Terrace, Suite 9100, Herndon, VA 20171, United States (the "**Seller**"), was, this \_\_\_\_\_ day of \_\_\_\_\_, the owner of the title to the following airframe (the "**Airframe**"), the [engines/propulsion systems] as specified (the "**[Engines/Propulsion Systems]**") and all appliances, components, parts, instruments, accessories, furnishings, modules and other equipment of any nature, excluding buyer furnished equipment, ("**BFE**"), incorporated therein, installed thereon or attached thereto on the date hereof (the "**Parts**"):

**AIRFRAME: [ENGINES/PROPULSION SYSTEMS]:**

AIRBUS Model A3[•]-[•] [manufacturer] Model \_\_\_\_\_

**MANUFACTURER'S SERIAL NUMBER:**

**ENGINE SERIAL NUMBERS:**

\_\_\_\_\_ LH: \_\_\_\_\_

RH: \_\_\_\_\_

**REGISTRATION MARK:** \_\_\_\_\_

The Airframe, [Engines/Propulsion Systems] and Parts are hereafter together referred to as the "**Aircraft**".

The Seller did, this \_\_\_\_\_ day of \_\_\_\_\_, sell, transfer and deliver all of its above described rights, title and interest in and to the Aircraft to the following entity and to its successors and assigns forever, said Aircraft to be the property thereof:

[Insert Name and Address of Buyer]  
(the "**Buyer**")

The Seller hereby warrants to the Buyer, its successors and assigns that it had good and lawful right to sell, deliver and transfer title to the Aircraft to the Buyer and that there was conveyed to the Buyer good, legal and valid title to the Aircraft, free and clear of all liens, claims, charges, encumbrances and rights of others and that the Seller will warrant and defend such title forever against all claims and demands whatsoever.

This Bill of Sale is governed by and shall be construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed by its duly authorised representative this \_\_\_\_\_ day of \_\_\_\_\_ in [Mobile, Alabama, United States].

**AIRBUS AMERICAS, INC.**

Name:

Title:

Signature:

[\*\*\*] - Exhibit E

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## **Exhibit E-2**

### **BILL OF SALE** (the "Bill of Sale")

Know all men by these presents that Airbus S.A.S., a French société par actions simplifiée, with its registered office at 2, rond-point Emile Dewoitine, 31700 Blagnac, France, registered with the Commercial and Companies Register of Toulouse under number 383 474 814 (the "Seller"), was, this \_\_\_\_\_ day of \_\_\_\_\_, the owner of the title to the following airframe (the "Airframe"), the [engines/propulsion systems] as specified (the "[Engines/Propulsion Systems]") and all appliances, components, parts, instruments, accessories, furnishings, modules and other equipment of any nature, excluding buyer furnished equipment ("BFE"), incorporated therein, installed thereon or attached thereto on the date hereof (the "Parts"):

**AIRFRAME: [ENGINES/PROPULSION SYSTEMS]:**

AIRBUS Model A3\_\_\_\_\_-\_\_\_\_ [engine or p/s manufacturer] Model \_\_\_\_\_

**MANUFACTURER'S SERIAL NUMBER: ENGINE SERIAL NUMBERS:**

\_\_\_\_ LH: \_\_\_\_\_

RH: \_\_\_\_\_

**REGISTRATION MARK:** \_\_\_\_\_

and had such title to the BFE as was acquired by it from [insert name of vendor of the BFE] pursuant to a bill of sale dated \_\_\_\_\_ (the "BFE Bill of Sale").

The Airframe, [Engines/Propulsion Systems] and Parts are hereafter together referred to as the "Aircraft".

The Seller did, this \_\_\_\_\_ day of \_\_\_\_\_, sell, transfer and deliver all of its above described rights, title and interest in and to the Aircraft and the BFE to the following entity and to its successors and assigns forever, said Aircraft and the BFE to be the property thereof:

[Insert Name and Address of Buyer]  
(the "Buyer")

The Seller hereby warrants to the Buyer, its successors and assigns that it had (i) good and lawful right to sell, deliver and transfer title to the Aircraft to the Buyer and that there was conveyed to the Buyer good, legal and valid title to the Aircraft, free and clear of all liens, claims, charges, encumbrances and rights of others and that the Seller will warrant and defend such title forever against all claims and demands whatsoever and (ii) such title

[\*\*\*] - Exhibit E

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**Exhibit E-2**

to the BFE as Seller has acquired from [insert name of vendor of the BFE] pursuant to the BFE Bill of Sale.

This Bill of Sale is governed by and shall be construed in accordance with the laws of [same governing law as in the Purchase Agreement].

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed by its duly authorised representative this \_\_\_\_\_ day of \_\_\_\_\_ in [Insert Delivery Location].

**AIRBUS S.A.S.**

Name:

Title:

Signature:

[\*\*\*] - Exhibit E

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**EXHIBIT F**

**S E R V I C E L I F E P O L I C Y**

**L I S T O F I T E M S**

[\*\*\*] - Exhibit F

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**SELLER SERVICE LIFE POLICY**

**1** The Items covered by the Service Life Policy pursuant to Clause 12.2 are those Seller Items of primary and auxiliary structure described hereunder.

**2 WINGS - CENTER AND OUTER WING BOX (LEFT AND RIGHT)**

**2.1 Wing Structure**

2.1.1 Spars

2.1.2 Ribs and stringers inside the wing box

2.1.3 Upper and lower wing skin panels of the wing box

**2.2 Fittings**

2.2.1 Support structure and attachment fittings for the flap structure

2.2.2 Support structure and attachment fitting for the engine pylons

2.2.3 Support structure and attachment fitting for the main landing gear

2.2.4 Support structure and attachment fitting for the center wing box

[\*\*\*] - Exhibit F

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## **Exhibit - F**

### **2.3 Auxiliary Support Structure**

2.3.1 For the slats:

2.3.1.1 Ribs supporting the track rollers on wing box structure

2.3.1.2 Ribs supporting the actuators on wing box structure

2.3.2 For the ailerons:

2.3.2.1 Hinge brackets and ribs on wing box rear spar or shroud box

2.3.2.2 Actuator fittings on wing box rear spar or shroud box

2.3.3 For airbrakes, spoilers, lift dumpers:

2.3.3.1 Hinge brackets and ribs on wing box rear spar or shroud box

2.3.3.2 Actuator fittings on wing box rear spar or shroud box

### **2.4 Pylon**

2.4.1 For the Pylon Main Structural Box

2.4.1.1 Spars

2.4.1.2 Ribs

2.4.1.3 Skin, doublers and stiffeners

[\*\*\*] - Exhibit F

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## **Exhibit - F**

2.4.1.4 Support structure and attachment fitting for engine supports

### **3 FUSELAGE**

#### **3.1 Fuselage structure**

3.1.1 Fore and aft bulkheads

3.1.2 Pressurized floors and bulkheads surrounding the main and nose gear wheel well and center wing box

3.1.3 Skins with doublers, stringers and frames from the forward pressure bulkheads to the frame supporting the rear attachment of horizontal stabilizer

3.1.4 Window and windscreen attachment structure but excluding transparencies

3.1.5 Passenger and cargo doors internal structure

3.1.6 Sills, excluding scuff plates, and upper beams surrounding passenger and cargo door apertures

3.1.7 Cockpit floor structure and passenger cabin floor beams excluding floor panels and seat rails

3.1.8 Keel beam structure

#### **3.2 Fittings**

3.2.1 Landing gear support structure and attachment fitting

[\*\*\*] - Exhibit F

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## **Exhibit - F**

3.2.2 Support structure and attachment fittings for the vertical and horizontal stabilizers

3.2.3 Support structure and attachment fitting for the APU

### **4 STABILIZERS**

#### **4.1 Horizontal Stabilizer Main Structural Box**

4.1.1 Spars

4.1.2 Ribs

4.1.3 Upper and lower skins and stringers

4.1.4 Support structure and attachment fitting to fuselage and trim screw actuator

4.1.5 Elevator support structure

4.1.5.1 Hinge bracket

4.1.5.2 Servocontrol attachment brackets

#### **4.2 Vertical Stabilizer Main Structural Box**

4.2.1 Spars

4.2.2 Ribs

[\*\*\*] - Exhibit F

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## **Exhibit - F**

- 4.2.3 Skins and stringers
- 4.2.4 Support structure and attachment fitting to fuselage
- 4.2.5 Rudder support structure
  - 4.2.5.1 Hinge brackets
  - 4.2.5.2 Servocontrol attachment brackets

### **5 EXCLUSIONS**

Bearing and roller assemblies, bearing surfaces, bushings, fittings other than those listed above, access and inspection doors, including manhole doors, latching mechanisms, all system components, commercial interior parts, insulation and related installation and connecting devices are excluded from this Seller Service Life Policy.

[\*\*\*] - Exhibit F

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**Exhibit - G**

**TECHNICAL DATA & SOFTWARE**

[\*\*\*] - Exhibit G  
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## **Exhibit - G**

### **TECHNICAL DATA & SOFTWARE**

Where applicable, data shall be established in general compliance with the ATA 100 Information Standards for Aviation Maintenance and the applicable provisions for digital standard of ATA Specification 2200 (iSpec2200).

The Seller shall provide the Buyer with the following Technical Data (or such other equivalent Technical Data as may be applicable at the time of their provision to the Buyer).

1- **Airbus Flight Operations Data Package**

The Airbus Flight Operations Data Package encompasses the following customised operational manuals required to operate the Aircraft:

- Flight Manual (FM),
- Flight Crew Operating Manual (FCOM),
- Flight Crew Training Manual (FCTM),
- Quick Reference Handbook (QRH),
- Cabin Crew Operating Manual (CCOM),
- Master Minimum Equipment List (MMEL),
- Weight and Balance Manual (WBM).

[\*\*\*] - Exhibit G

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## **Exhibit - G**

### **1.1- Format of Data**

The Flight Operations Data Package shall be available on-line through the Seller's customer portal AirbusWorld in eXtensible Mark-up Language (XML), for downloading and further data processing and customization, and/or in Portable Document Format (PDF), as applicable.

In addition, the Seller shall make available up to a maximum of two (2) QRH sets per Aircraft in paper format.

### **1.2- Availability Schedule**

The Airbus Flight Operations Data Package, reflecting the Buyer's Aircraft configuration, shall be available to the Buyer [\*\*\*].

A preliminary customized MMEL shall be available [\*\*\*].

The final issue of WBM and FM shall be made available at the time of each Aircraft Delivery.

### **2- Airbus Maintenance Technical Data Package**

The Airbus Maintenance Technical Data Package encompasses the following customised maintenance data required for on-aircraft maintenance to ensure the continued airworthiness of the Aircraft:

- Aircraft Maintenance Manual (AMM),
- Aircraft Wiring Manual (AWM),
- Aircraft Schematics Manual (ASM),
- Aircraft Wiring Lists (AWL),
- Illustrated Part Catalog (IPC),
- Trouble Shooting Manual (TSM).

[\*\*\*] - Exhibit G

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## **Exhibit - G**

### **2.1- Format of Data**

The Airbus Maintenance Technical Data Package shall be available in the AirN@v/Maintenance module of the AirN@v software and shall be accessible on-line through the Seller's customer portal AirbusWorld.

In addition, if so requested by the Buyer, the corresponding raw data in Standard Generalized Mark-up Language (SGML) format shall also be made available for download from the Seller's customer portal AirbusWorld.

### **2.2- Availability Schedule**

The Airbus Maintenance Technical Data Package, reflecting the Buyer's Aircraft configuration, shall be available to the [\*\*\*].

Upon the Buyer's request, where applicable, preliminary customized maintenance data may be available [\*\*\*].

### **3- Non-customized Technical Data**

Non-customised Technical Data, provided as part of the Maintenance Technical Data Package, shall be made available to the Buyer either in the corresponding AirN@v software module, as detailed in Clause 14.9 of the Agreement, or in PDF format, as applicable.

The Technical Data belonging to each AirN@v module and/or available in PDF format shall be as listed in the Seller's Customer Services Catalog current at the time of the delivery of the Technical Data.

Non-customised Technical Data shall be made available to the Buyer in accordance with a schedule to be mutually agreed between the Buyer and Seller no later than [\*\*\*].

### **4- Additional Technical Data**

4.1 In addition to the Flight Operations Data Package and the Maintenance Technical Data Package, the Seller shall provide, at Delivery of each Aircraft, on-line access to the Aircraft mechanical drawings that cover installation of structure and systems fitted on the Buyer's Aircraft at Delivery.

[\*\*\*] - Exhibit G

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**Exhibit - G**

4.2

[\*\*\*] of each Aircraft, the Seller shall provide:

- the weighing report, for integration into the WBM by the Buyer,
- the Electrical Load Analysis (ELA), in a format allowing further updating by the Buyer.

[\*\*\*] - Exhibit G

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**Exhibit - H**

**MATERIAL**

**SUPPLY AND SERVICES**

[\*\*\*] - Exhibit H

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## **Exhibit - H**

### **1. GENERAL**

#### **1.1 Scope**

**1.1.1** This Exhibit H sets forth the terms and conditions for the support and services offered by the Seller to the Buyer with respect to Material (as defined below).

**1.1.2** References made to Articles shall be deemed to refer to articles of this Attachment 1 to Appendix 3 unless otherwise specified.

**1.1.3** For purposes of this Attachment 1 to Appendix 3:

**1.1.4** the term "Supplier" shall mean any supplier providing any of the Material listed in Article 1.2.1 and the term "Supplier Part" shall mean an individual item of Material.

**1.1.5** The term "**SPEC 2000**" means the "E-Business Specification for Materials Management" document published by the Air Transport Association of America.

#### **1.2 Material Categories**

**1.2.1** Each of the following constitutes "**Material**" for purposes of this Attachment 1 to Appendix 3:

- (i) Seller Parts;
- (ii) Supplier Parts classified as Repairable Line Maintenance Parts (as defined in SPEC 2000);

## **Exhibit - H**

(iii) Supplier Parts classified as Expendable Line Maintenance Parts (as defined in SPEC 2000);

(iv) Seller and Supplier ground support equipment and specific-to-type tools

where "**Seller Parts**" means Seller's proprietary parts bearing a part number of the Seller or for which the Seller has the exclusive sales rights.

**1.2.2** Propulsion Systems, engine exchange kits, their accessories and parts for any of the foregoing, are not covered under this Attachment 1 to Appendix 3.

### **1.3 Term**

[\*\*\*], the Seller shall maintain, or cause to be maintained, a reasonable stock of Seller Parts.

The Seller shall use reasonable efforts to obtain a similar service from all Suppliers of Supplier Parts originally installed on an Aircraft at Delivery.

### **1.4 Airbus Material Store**

#### **1.4.1 AACSpares Center**

The Seller has established and shall maintain or cause to be maintained, during the Term, a US store ("**US Spares Center**"). The US Spares Center shall be operated twenty-four (24) hours per day, seven (7) days per week, for the handling of AOG and critical orders for Seller Parts.

The Seller shall make reasonable efforts to deliver Seller Parts to the Buyer from the US Spares Center. ,

#### **1.4.2 Material Support Center, Germany**

The Seller has established its material headquarters in Hamburg, Germany (the "**Airbus Material Center**") and shall, during the Term, maintain, or have maintained on its behalf, a central store of Seller Parts. The Airbus Material Center shall be operated twenty-four (24) hours per day, seven (7) days per week.

[\*\*\*] - Exhibit H

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## **Exhibit - H**

### **1.4.3 Other Points of Shipment**

**1.4.3.1** In addition to the AAC Spares Center and the Airbus Material Center, the Seller and its Affiliates operate a global network of regional satellite stores (the "**Regional Satellite Stores**"). A list of such stores shall be provided to the Buyer upon the Buyer's request.

**1.4.3.2** The Seller reserves the right to effect deliveries from distribution centers other than the US Spares Center or the Airbus Material Center, which may include the Regional Satellite Stores or any other production or Supplier's facilities.

### **1.5 Customer Order Desk**

The Seller operates a "**Customer Order Desk**", the main functions of which are:

- (i) Management of order entries for all priorities, including Aircraft On Ground ("AOG");
- (ii) Management of order changes and cancellations;
- (iii) Administration of Buyer's routing instructions;
- (iv) Management of Material returns;
- (v) Clarification of delivery discrepancies;
- (vi) Issuance of credit and debt notes.

The Buyer hereby agrees to communicate its orders for Material to the Customer Order Desk either in electronic format (SPEC 2000) or via the Internet.

## **Exhibit - H**

**1.6**

### **Commitments of the Buyer**

**1.6.1**

During the Term, the Buyer agrees to purchase from

- (a) the Seller, AACs or the Seller's licensee(s) the Seller Parts required for the Buyer's own needs; or
- (b) other operators or purchase Seller Parts from said operators or from distributors, provided said Seller Parts were originally designed by the Seller and manufactured by the Seller or its licensees.

**1.6.2**

Subject to the express further agreement of the Seller in relation to Article 1.6.2 (ii) below, the Buyer may manufacture, exclusively for its own use parts, equivalent to Seller Parts, provided, however, that it may only do so in one of the following circumstances:

- (i) after expiration of the Term, the concerned Seller Parts are out of stock;
- (ii) Seller Parts are needed to perform confirmed AOG repairs upon any Aircraft delivered under the Agreement and are not available from the Seller, its licensees or other approved sources within a lead time shorter than or equal to the time in which the Buyer can manufacture such parts with Airbus technical data assistance;
- (iii) when a Seller Part is identified as "Local Manufacture" in the Illustrated Parts Catalog.

**1.6.3.1**

The rights granted to the Buyer in Article 1.6.2 shall not in any way be construed as a license, nor shall they in any way obligate the Buyer to pay any license fee or royalty, nor shall they in any way be construed to affect the rights of third parties.

**1.6.3.2**

If the Buyer manufactures any parts pursuant to Article 1.6.2, the Buyer shall be solely responsible for such manufacturing and any use made of the

[\*\*\*] - Exhibit H

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## **Exhibit - H**

manufactured parts, and the agreement of the Seller under Article 1.6.2 shall not be construed as express or implicit approval either of the Buyer in its capacity as manufacturer of such parts or of the manufactured parts.

The Buyer shall also be solely responsible to ensure that such manufacturing is performed in accordance with the relevant procedures and Aviation Authority requirements.

THE SELLER SHALL NOT BE LIABLE FOR, AND THE BUYER SHALL INDEMNIFY THE SELLER AGAINST, ANY CLAIMS FROM ANY THIRD PARTIES FOR LOSSES DUE TO ANY DEFECT OR NON-CONFORMITY OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH ANY MANUFACTURING OF ANY PART UNDERTAKEN BY THE BUYER UNDER ARTICLE 1.6.2 OR ANY OTHER ACTIONS UNDERTAKEN BY THE BUYER UNDER THIS ATTACHMENT 1 TO APPENDIX 3 WHETHER SUCH CLAIM IS ASSERTED IN CONTRACT OR IN TORT, OR IS PREMISED ON ALLEGED, ACTUAL, IMPUTED, ORDINARY OR INTENTIONAL ACTS OR OMISSIONS OF THE BUYER.

### **1.6.3.3**

The Buyer shall allocate its own part number to any part manufactured in accordance with Article 1.6.2. The Buyer shall under no circumstances be allowed to use the Airbus part number of the Seller Part to which such manufactured part is intended to be equivalent.

### **1.6.3.4**

The Buyer shall not be entitled to sell or lend any part manufactured under the provisions of Article 1.6.2 to any third party.

## **2.**

### **INITIAL PROVISIONING**

#### **2.1**

##### **Period**

[\*\*\*] ("Initial Provisioning Period").

[\*\*\*] - Exhibit H

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## **Exhibit - H**

**2.2**

### **Pre-Provisioning Meeting**

**2.2.1**

The Seller shall organize a free of charge pre-provisioning meeting at AAC Spares Center or at the Airbus Material Center, or at any other agreed location, for the purpose of setting an acceptable schedule and working procedure for the preparation of the initial issue of the Provisioning Data and the Initial Provisioning Conference referred to in Articles 2.3 and 2.4 below (the "**Pre-Provisioning Meeting**").

During the Pre-Provisioning Meeting, the Seller shall familiarize the Buyer with the provisioning processes, methods and formulae of calculation and documentation.

**2.2.2**

The free of charge Pre-Provisioning Meeting shall take place on an agreed date that is no later than nine (9) months prior to Scheduled Delivery Month of the first Aircraft, allowing a minimum preparation time of eight (8) weeks for the Initial Provisioning Conference.

**2.3**

### **Initial Provisioning Conference**

The Seller shall organize an initial provisioning conference at the AAC Spares Center or at the Airbus Material Center (the "**Initial Provisioning Conference**"), the purpose of which shall be to agree the material scope and working procedures to accomplish the initial provisioning of Material (the "**Initial Provisioning**").

The free of charge Initial Provisioning Conference shall take place at the earliest eight (8) weeks after Aircraft Manufacturer Serial Number allocation or Contractual Definition Freeze, whichever occurs last and latest six (6) months before the Scheduled Delivery Month of the first Aircraft.

**2.4**

### **Provisioning Data**

**2.4.1**

Provisioning data generally in accordance with SPEC 2000, Chapter 1, for Material described in Articles 1.2.1 (i) through 1.2.1 (iii) ("**Provisioning Data**") shall be supplied by the Seller to the Buyer in the English language, in a format and timeframe to be agreed during the Pre-Provisioning Meeting.

[\*\*\*] - Exhibit H

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## **Exhibit - H**

- 2.4.1.1** Unless a longer revision cycle has been agreed, the Provisioning Data shall be revised [\*\*\*] up to the end of the Initial Provisioning Period.
- 2.4.1.2** The Seller shall ensure that Provisioning Data is provided to the Buyer in time to permit the Buyer to perform any necessary evaluation and to place orders in a timely manner.
- 2.4.1.3** Provisioning Data generated by the Seller shall comply with the configuration of the Aircraft as documented [\*\*\*].

This provision shall not cover:

- (i) Buyer modifications not known to the Seller,
- (ii) other modifications not approved by the Seller's Aviation Authorities.

**2.4.2      Supplier-Supplied Data**

Provisioning Data relating to each Supplier Part (both initial issue and revisions) shall be produced by Supplier thereof and may be delivered to the Buyer either by the Seller or such Supplier. It is agreed and understood by the Buyer that the Seller shall not be responsible for the substance, accuracy or quality of such data. Such Provisioning Data shall be provided in either SPEC 2000 format or any other agreed format.

**2.4.3      Supplementary Data**

The Seller shall provide the Buyer with data supplementary to the Provisioning Data. This shall include ground support equipment and specific-to-type tools.

## **Exhibit - H**

**2.5**

### **Commercial Offer**

Upon the Buyer's request, the Seller shall submit a commercial offer for Initial Provisioning Material.

**2.6**

### **Delivery of Initial Provisioning Material**

**2.6.1**

During the Initial Provisioning Period, Initial Provisioning Material shall conform to the latest known configuration standard of the Aircraft for which such Material is intended as reflected in the Provisioning Data transmitted by the Seller.

**2.6.2**

The delivery of Initial Provisioning Material shall take place according to the conditions specified in the commercial offer mentioned in Article 2.5.

**2.6.3**

All Initial Provisioning Material shall be packaged in accordance with ATA 300 Specification.

**2.7**

### **Buy-Back Period and Buy-Back of Initial Provisioning Surplus Material**

[\*\*\*]

## **THER MATERIAL SUPPORT**

### **3.1 Replenishment and Delivery**

#### **3.1.1 General**

**For the purpose of clarification, it is expressly stated that the provisions of Article 3.1.2 do not apply to Initial Provisioning Material and Provisioning Data as described in Article 2.**

#### **3.1.2 Lead times**

[\*\*\*] - Exhibit H

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## **Exhibit - H**

In general, lead times shall be in accordance with the provisions of the latest edition of the "World Airlines and Suppliers Guide".

### **3.1.2.1**

Seller Parts as per Article 1.2.1 (i) shall be dispatched within the lead times published by the Seller.

Lead times for Seller Parts as per Article 1.2.1 (i), which are not published by the Seller, shall be quoted upon request.

### **3.1.2.2**

Material defined in Articles 1.2.1 (ii) through 1.2.1 (iv) can be dispatched within the Supplier's lead time augmented by the Seller's own order and delivery administration time.

### **3.1.3 Expedite Service**

The Seller shall provide a twenty-four (24) hours a day / seven (7) days a week expedite service to provide for the supply of critically required parts (the "Expedite Service").

#### **3.1.3.1**

The Expedite Service is operated in accordance with the "World Airlines and Suppliers Guide" and the Seller shall notify the Buyer of the action taken to satisfy an expedite order received from the Buyer within:

- (i) four (4) hours after receipt of an AOG order;
- (ii) twenty-four (24) hours after receipt of a critical order (imminent AOG or work stoppage);
- (iii) seven (7) days after receipt of an expedite order (urgent stock replenishment).

#### **3.1.3.2**

In exceptional AOG circumstances, should the Buyer be unable to send a written order for reasons beyond his control, the Seller may deliver the Material after a telephone call, provided a purchase order is sent to the Seller by the end of the next Business Day. Should the Buyer fail to send such purchase order, the Seller reserves the right to refuse any subsequent purchase orders without prior receipt of a firm written purchase order.

[\*\*\*] - Exhibit H

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## **Exhibit - H**

### **3.1.4 Shortages, Overshipments, Non-Conformity in Orders**

#### **3.1.4.1**

The Buyer shall, within [\*\*\*] after delivery of Material pursuant to a purchase order, advise the Seller:

- (i) of any alleged shortages or overshipments;
- (ii) of any non-conformities of delivered Material.

In the event of the Buyer not having advised the Seller of any such alleged shortages, overshipments or non-conformities within the above-defined period, the Buyer shall be deemed to have accepted the delivery.

#### **3.1.4.2**

In the event of the Buyer reporting an overshipment or non-conformity to the order within the period defined in Article 3.1.4.1 the Seller shall, if the Seller recognizes such overshipment or non-conformity, either replace the concerned Material or credit the Buyer for the returned Material, if the Buyer chooses to return the Material subject of an overshipment or non-conformity. In such case, reasonable transportation costs shall be borne by the Seller.

### **3.1.5 Delivery Terms**

Material shall be delivered to the Buyer as follows:

- (i) Free Carrier (FCA) Airbus Material Center;
- (ii) Free Carrier (FCA) Seller's Regional Satellite Stores;
- (iii) Free Carrier (FCA) Seller's or Supplier's facility for deliveries from any other Seller or Supplier facilities.

The term Free Carrier (FCA) is as defined in the Incoterms 2010 publication issued by the International Chamber of Commerce.

[\*\*\*] - Exhibit H

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## **Exhibit - H**

### **3.1.6 Packaging**

All Material shall be packaged in accordance with ATA 300 Specification.

### **3.1.7 Cessation of Deliveries**

The Seller reserves the right to restrict, stop or otherwise suspend deliveries if the Buyer fails to meet its obligations defined in Articles 5.2 through 5.3.

### **3.2 Seller Parts Leasing**

The Seller offers the Buyer the option to lease certain Seller Parts as listed in the Customer Services Catalog. The terms and conditions applicable to such service shall be as set forth in the then current Customer Services Catalog.

### **3.3 Tools and Ground Support Equipment**

The Seller offers for sale and/or loan a range of ground support equipment and specific-to-type tools, as defined in 1.2.1 (iv).

The terms and conditions applicable to such service shall be as set forth in the then current Customer Services Catalog.

### **3.4 Seller Parts Repair**

The Seller may offer the Buyer a service whereby the Seller would manage the repair of Seller Parts as defined in Article 1.2.1 (i).

The terms and conditions applicable to such service shall be as set forth in the then current Customer Services Catalog.

## **4. WARRANTIES**

[\*\*\*] - Exhibit H  
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## **Exhibit - H**

### **4.1 Seller Parts**

Subject to the limitations and conditions as hereinafter provided, the Seller warrants to the Buyer that all Seller Parts, sold under this Attachment 1 to Appendix 3 shall at delivery to the Buyer:

- (i) be free from defects in material.
- (ii) be free from defects in workmanship, including without limitation processes of manufacture.
- (iii) be free from defects arising from failure to conform to the applicable specification for such part.

#### **4.1.1 Warranty Period**

4.1.1.1 [\*\*\*]

4.1.1.2 Whenever any Seller Part that contains a defect for which the Seller is liable under Article 4.1 has been corrected, replaced or repaired pursuant to the terms of this Article 4.1, the period of the Seller's warranty with respect to such corrected, repaired or replacement Seller Part, as the case may be, shall be [\*\*\*].

#### **4.1.2 Buyer's Remedy and Seller's Obligation**

[\*\*\*]

The provisions of Clauses 12.1.5 through 12.1.11 of the Agreement shall apply to claims made pursuant to this Article 4.1.

[\*\*\*] - Exhibit H

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## **Exhibit - H**

### **4.2**

#### **Supplier Parts**

With respect to Supplier Parts to be delivered to the Buyer under this Attachment 1 to Appendix 3, the Seller agrees to transfer to the Buyer the benefit of any warranties, which the Seller may have obtained from the corresponding Suppliers and the Buyer hereby agrees that it shall accept the same.

### **4.3**

#### **Waiver, Release and Renunciation**

THIS ARTICLE 4 (INCLUDING ITS SUBPARTS) SETS FORTH THE EXCLUSIVE WARRANTIES, EXCLUSIVE LIABILITIES AND EXCLUSIVE OBLIGATIONS OF THE SELLER, AND THE EXCLUSIVE REMEDIES AVAILABLE TO THE BUYER, WHETHER UNDER THIS AGREEMENT OR OTHERWISE, ARISING FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY KIND IN ANY SELLER PART, MATERIAL, LEASED PART, OR SERVICES DELIVERED BY THE SELLER UNDER THIS AGREEMENT.

THE BUYER RECOGNIZES THAT THE RIGHTS, WARRANTIES AND REMEDIES IN THIS ARTICLE 4 ARE ADEQUATE AND SUFFICIENT TO PROTECT THE BUYER FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY KIND IN THE SELLER PARTS, MATERIALS, LEASED PARTS, OR SERVICES SUPPLIED UNDER THIS AGREEMENT. THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS, GUARANTEES AND LIABILITIES OF THE SELLER AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST THE SELLER AND ITS SUPPLIERS, WHETHER EXPRESS OR IMPLIED BY CONTRACT, TORT, OR STATUTORY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMITY OR DEFECT OR PROBLEM OF ANY KIND IN ANY SELLER PART, MATERIAL, LEASED PART, OR SERVICES DELIVERED BY THE SELLER UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:

- (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE;
- (2) ANY IMPLIED OR EXPRESS WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
- (3) ANY RIGHT, CLAIM OR REMEDY FOR BREACH OF CONTRACT;

[\*\*\*] - Exhibit H

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**Exhibit - H**

- (4) ANY RIGHT, CLAIM OR REMEDY FOR TORT, UNDER ANY THEORY OF LIABILITY, HOWEVER ALLEGED, INCLUDING, BUT NOT LIMITED TO, ACTIONS AND/OR CLAIMS FOR NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACTS, SHALLFUL DISREGARD, IMPLIED WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY OR FAILURE TO WARN;
- (5) ANY RIGHT, CLAIM OR REMEDY ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER STATE OR FEDERAL STATUTE;
- (6) ANY RIGHT, CLAIM OR REMEDY ARISING UNDER ANY REGULATIONS OR STANDARDS IMPOSED BY ANY INTERNATIONAL, NATIONAL, STATE OR LOCAL STATUTE OR AGENCY;
- (7) ANY RIGHT, CLAIM OR REMEDY TO RECOVER OR BE COMPENSATED FOR:
  - (a) LOSS OF USE OR REPLACEMENT OF ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY OR PART PROVIDED UNDER THE AGREEMENT;
  - (b) LOSS OF, OR DAMAGE OF ANY KIND TO, ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY OR PART PROVIDED UNDER THE AGREEMENT;
  - (c) LOSS OF PROFITS AND/OR REVENUES;
  - (d) ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE.

THE WARRANTIES PROVIDED BY THIS AGREEMENT SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THE SELLER AND THE BUYER. IN THE EVENT THAT ANY PROVISION OF THIS ARTICLE 4 SHOULD FOR ANY REASON BE HELD UNLAWFUL, OR OTHERWISE UNENFORCEABLE, THE REMAINDER OF THIS ARTICLE 4 SHALL REMAIN IN FULL FORCE AND EFFECT.

[\*\*\*] - Exhibit H  
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## **Exhibit - H**

FOR THE PURPOSES OF THIS ARTICLE 4, THE "SELLER" SHALL BE UNDERSTOOD TO INCLUDE THE SELLER, ANY OF ITS SUPPLIERS, SUBCONTRACTORS, AND AFFILIATES AND ANY OF THEIR RESPECTIVE INSURERS.

### **4.4 Duplicate Remedies**

The remedies provided to the Buyer under this Article 4 as to any part thereof are mutually exclusive and not cumulative. The Buyer shall be entitled to the remedy that provides the maximum benefit to it, as the Buyer may elect, pursuant to the terms and conditions of this Article 4 for any particular defect for which remedies are provided under this Article 4; provided, however, that the Buyer shall not be entitled to elect a remedy under one part of this Article 4 that constitutes a duplication of any remedy elected by it under any other part hereof for the same defect. The Buyer's rights and remedies herein for the non-performance of any obligations or liabilities of the Seller arising under these warranties shall be in monetary damages limited to the amount the Buyer expends in procuring a correction or replacement for any covered part subject to a defect or non-performance covered by this Article 4, and the Buyer shall not have any right to require specific performance by the Seller.

## **5. COMMERCIAL CONDITIONS**

### **5.1 Delivery Terms**

All Material prices are quoted on the basis of Free Carrier (FCA) delivery terms, without regard to the place from which such Material is shipped. The term "**Free Carrier (FCA)**" is as defined by publication n° 560 of the International Chamber of Commerce, published in 2010.

### **5.2 Payment Procedures and Conditions**

All payments under this Attachment 1 to Appendix 3 shall be made in accordance with the terms and conditions set forth in the then current Customer Services e-Catalog.

### **5.3 Title**

Title to any Material purchased under this Attachment 1 to Appendix 3 shall remain with the Seller until full payment of the invoices and interest thereon, if any, has been received by the Seller.

[\*\*\*] - Exhibit H

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## **Exhibit - H**

The Buyer hereby undertakes that Material title to which has not passed to the Buyer, shall be kept free from any debenture or mortgage or any similar charge or claim in favour of any third party.

### **5.4 Cessation of Deliveries**

The Seller has the right to restrict, stop or otherwise suspend deliveries if the Buyer fails to meet its obligations set forth in this Attachment 1 to Appendix 3.

### **6. EXCUSABLE DELAY**

Clauses with respect to excusable delay in the Agreement shall apply, mutatis mutandis, to all Material support and services provided under this Attachment 1 to Appendix 3.

### **7. TERMINATION OF MATERIAL PROCUREMENT COMMITMENTS**

If the Agreement is terminated with respect to any Aircraft, then the rights and obligations of the parties with respect to undelivered spare parts, services, data or other items to be purchased hereunder and which are applicable to those Aircraft for which the Agreement has been terminated shall also be terminated. Unused Material in excess of the Buyer's requirements due to such termination may be repurchased by the Seller, at the Seller's option, as provided in Article 2.7.

### **8. INCONSISTENCY**

In the event of any inconsistency between this Attachment 1 to Appendix 3 and the Customer Services Catalog or any order placed by the Buyer, this Attachment 1 to Appendix 3 shall prevail to the extent of such inconsistency.

[\*\*\*] - Exhibit H

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**Exhibit - I**

[\*\*\*]

[\*\*\*] - Exhibit I

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**Exhibit - J**

**AIRBUS S.A.S WARRANTY**

Airbus S.A.S. hereby warrants to \_\_\_\_\_ (the "**Buyer**"), its successors and assigns that the bill of sale executed by Airbus Americas Inc. dated \_\_\_\_ and relating to one A3\_\_\_\_ aircraft bearing MSN \_\_\_\_\_ (the "**Bill of Sale**") conveys to the said Buyer on the date hereof good, legal and valid title to the Aircraft(as defined in the Bill of Sale), free and clear of all liens, claims, charges, encumbrances and rights of others, and that Airbus S.A.S. will warrant and defend such title to the Aircraft forever against all claims and demands whatsoever.

This Airbus S.A.S. Warranty is governed by and shall be construed in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF**, Airbus S.A.S. has caused this Airbus S.A.S. Warranty to be executed by its duly authorized representative this \_\_\_\_ day of \_\_\_\_\_.  
.

**AIRBUS S.A.S.**

**By:**\_\_\_\_\_

Name:

Title:

[\*\*\*] - Exhibit J

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DATED [•]

**AIRBUS S.A.S.**  
as Manufacturer

AIRFRAME WARRANTIES Agreement  
in respect of one  
<Name of Aircraft Type> AirCRAFT bearing  
manufacturer's serial number <MSN Details>

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## **Exhibit K: Form of AWA**

**THIS AIRFRAME WARRANTIES AGREEMENT** (this "Agreement") is executed on [•] by Airbus S.A.S., a société par actions simplifiée duly created and existing under French law, having its registered office at 2, rond-point Emile Dewoitine, 31700 Blagnac, France and includes its successors and assigns (the "Manufacturer"), in favour of the Relevant Parties (as defined below) from time to time.

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

Capitalised words and expressions have the meanings set out in Schedule 1 (*Definitions and Interpretation*), except where the context otherwise requires.

#### **1.2 Interpretation**

Headings are to be ignored in construing this Agreement and, unless the contrary intention is stated, a reference in this Agreement or a Relevant Notice to:

- 1.1.1 "Manufacturer" or any other person includes, without prejudice to the provisions of this Agreement restricting transfer or assignment, any successor and any assignee;
- 1.1.2 words importing the plural shall include the singular and vice versa;
- 1.1.3 any document shall include that document as amended, novated, assigned or supplemented;
- 1.1.4 a Clause or a Schedule is a reference to a clause of, or a schedule to, this Agreement;
- 1.1.5 any law, or to any specified provision of any law, is a reference to such law or provision as amended, substituted or re-enacted;
- 1.1.6 a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing; and
- 1.1.7 "including" and similar words and terms shall not be construed as limiting and shall mean "**including without limitation**".

The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

For the purpose of Schedule 2 (*Warranties*) only, the term "Buyer" shall be construed as if it referred to the "Entitled Party" and the term "Seller" shall be construed as if it referred to the "Manufacturer".

### **2. EFFECTIVENESS**

[\*\*\*] - Exhibit K - FORM OF AWA  
PRIVILEGED AND CONFIDENTIAL

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## **Exhibit K: Form of AWA**

### **2.1 Effective Date**

This Agreement takes effect from the date hereof.

### **2.2 Amendment**

Save as expressly set out in this Agreement, the prior written consent of the Manufacturer and the Controlling Party shall be required to terminate or vary this Agreement. Any such termination or variation shall then be binding on the Manufacturer and the Relevant Parties.

## **3. BENEFIT OF WARRANTIES**

### **3.1 General**

3.1.1 Pursuant to the terms of this Agreement, the Manufacturer agrees to make available to the Entitled Party (from time to time) the Warranties. The entitlement of any Entitled Party to make a claim under the Warranties shall be only as specified in this Agreement or as otherwise agreed in accordance with Clause 3.2 (*Relevant Parties*) (and any agreement otherwise between any or all of the Relevant Parties and/or any other person shall have no effect and shall not bind the Manufacturer).

3.1.2 The terms and conditions of the Warranties shall be binding upon the Entitled Party and shall apply to all claims made in respect of the Warranties (INCLUDING THE RELEASE, WAIVER AND RENUNCIATION IN CLAUSE 12.5 OF THE WARRANTIES, EACH AND EVERY DISCLAIMER (INCLUDING THE DISCLAIMERS OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PURPOSE) AND THE LIMITATIONS ON LIABILITY SET FORTH THEREIN). Only one Entitled Party shall be entitled to benefit from and to make a claim under the Warranties at any one time.

### **3.2 Relevant Parties**

3.2.1 The Entitled Party on the Delivery Date shall be the Initial Entitled Party. Such person shall remain the Entitled Party unless and until a different Eligible Person is specified as the new Entitled Party in a Replacement Entitled Party Notice delivered in accordance with Clause 4.1.1 (*Termination of Entitled Party's Rights*).

3.2.2 The Controlling Party on the Delivery Date shall be the Initial Controlling Party. Such person shall remain the Controlling Party unless and until a different Eligible Person is specified as the new Controlling Party in a Replacement Controlling Party Notice delivered in accordance with Clause 4.2.1 (*Termination of Controlling Party's Rights*).

## **Exhibit K: Form of AWA**

3.2.3 The Entitled Party and the Controlling Party may (but are not required to) be the same person.

3.3 **Record of Relevant Parties**

The Manufacturer will, as soon as practicable following receipt by it of a Relevant Notice, countersign such Relevant Notice and return it to the Controlling Party.

4. **TERMINATION OF WARRANTY RIGHTS**

4.1 **Termination of Entitled Party's Rights**

4.1.1 With immediate and automatic effect at the time of the receipt by the Manufacturer of a Replacement Entitled Party Notice (the "Relevant Time"):

- (a) the Outgoing Entitled Party shall cease to be the Entitled Party;
- (b) the New Entitled Party shall be the Entitled Party; and
- (c) save to the extent of any claim or right to claim against the Manufacturer, in each case which prior to the Relevant Time (A) exists and (B) has been notified in writing to the Manufacturer in accordance with this Agreement:
  - (i) all rights of the Outgoing Entitled Party under this Agreement shall terminate; and
  - (ii) the Manufacturer shall have no liability whatsoever to the Outgoing Entitled Party in any respect under this Agreement.

For the avoidance of doubt, the benefit of any other claim or right to claim against the Manufacturer shall accrue to the New Entitled Party.

4.1.2 Without prejudice to Clause 4.1.1 (*Termination of Entitled Party's Rights*), a copy of a Replacement Entitled Party Notice shall be sent by the Controlling Party to the Outgoing Entitled Party for information, but the receipt or non-receipt of such copy by the Outgoing Entitled Party shall not affect the rights or obligations of any person under this Agreement.

## **Exhibit K: Form of AWA**

4.1.3 For the purposes of this Clause 4.1 (*Termination of Entitled Party's Rights*), the "Outgoing Entitled Party" means the person specified as such in the relevant Replacement Entitled Party Notice (being the person who, immediately prior to service thereof, was the Entitled Party) and the "New Entitled Party" means the person specified as such in the relevant Replacement Entitled Party Notice.

### **4.2 Termination of Controlling Party's Rights**

4.2.1 With immediate and automatic effect upon the receipt by the Manufacturer of a Replacement Controlling Party Notice:

- (a) the Outgoing Controlling Party shall cease to be the Controlling Party;
- (b) the New Controlling Party shall be the Controlling Party;
- (c) all rights of the Outgoing Controlling Party under this Agreement shall terminate; and
- (d) the Manufacturer shall have no further liability whatsoever to the Outgoing Controlling Party in any respect under this Agreement.

4.2.2 Without prejudice to Clause 4.2.1 (*Termination of Controlling Party's Rights*), a copy of a Replacement Controlling Party Notice shall be sent by the New Controlling Party to the Entitled Party for information, but the receipt or non-receipt of such copy by the Entitled Party shall not affect the rights or obligations of any person under this Agreement.

4.2.3 For the purposes of this Clause 4.2 (*Termination of Controlling Party's Rights*), the "Outgoing Controlling Party" means the person specified as such in the relevant Replacement Controlling Party Notice (being the person who, immediately prior to service thereof, was the Controlling Party) and the "New Controlling Party" means the person specified as such in the relevant Replacement Controlling Party Notice.

### **4.3 Other Warranty Agreements**

This Agreement shall not interfere with or limit the terms of any separate warranty arrangements with respect to the Aircraft that the Manufacturer may, from time to time, have made with any person, provided that nothing in such arrangements shall limit the rights of any Relevant Party in respect of the Warranties unless and to the extent it has expressly agreed the same in writing with the Manufacturer.

## **Exhibit K: Form of AWA**

### **4.4 Lapse of Warranties**

4.4.1 The entitlement of any Relevant Party to enforce the rights under any Warranty shall automatically lapse on the date on which that Warranty expires in accordance with this Agreement.

4.4.2 Following the date on which all Warranties have expired in accordance with this Agreement:

- (a) no change to the identity of the Controlling Party or the Entitled Party may be made hereunder; and
- (b) the Manufacturer shall cease to be under any obligation to maintain the record of the Relevant Parties pursuant to Clause 3.3 (*Record of Relevant Parties*).

### **5. MANUFACTURER LIMIT OF LIABILITY**

By execution of any Relevant Notice, each party thereto agrees that:

- 5.1 the Manufacturer shall not incur any Liability under this Agreement by reason of the Transaction Documents;
- 5.2 any performance by the Manufacturer that discharges its obligation in respect of any of the Warranties in favour of any Relevant Party in accordance with this Agreement will satisfy the respective interests of each Relevant Party from time to time, and nothing in this Agreement shall give rise to or impose upon the Manufacturer any several or duplicate liability with respect to such Warranties;
- 5.3 the Manufacturer shall (i) be entitled to rely conclusively on the information contained in any Relevant Notice, without enquiring as to the accuracy and validity of such Relevant Notice or to the entitlement of the party serving such Relevant Notice to serve it, (ii) have no duty so to enquire and (iii) not be liable for acting in accordance with such Relevant Notice;

## **Exhibit K: Form of AWA**

- 5.4 in the event that a Relevant Party commences or has commenced against it any bankruptcy, insolvency, reorganization, receivership, suspension of payments, dissolution, liquidation, assignment for the benefit of creditors, moratorium, or other similar proceeding under debtor relief laws of the United States or any other applicable jurisdiction or the Manufacturer otherwise believes in good faith that it is or could be the subject of conflicting claims or another dispute hereunder as to the relative rights and interests of the Relevant Parties, the Manufacturer shall have the right to refrain from acting in accordance with any Relevant Notice until the Relevant Parties obtain a final and non-appealable order from a court of appropriate jurisdiction (which may be a bankruptcy court) setting forth the relative rights of the Relevant Parties and until such order is obtained the Manufacturer shall be permitted to perform hereunder to and on the instruction of the person that is the then Entitled Party designated prior to such proceeding, conflicting claim or other dispute having arisen and the Manufacturer shall have no liability to any other Relevant Party in connection therewith. Any Relevant Party shall indemnify, defend and hold harmless the Manufacturer from all Liabilities (including legal fees and expenses, including legal fees and expenses incurred in connection with the enforcement of this indemnity) incurred, imposed on, asserted against or suffered by the Manufacturer and arising out or related to any such proceeding, conflicting claim, dispute or court order;
- 5.5 without limiting the foregoing, the Manufacturer may refrain from doing anything and shall not be required to take any action that, in its good faith opinion, is contrary to any applicable law or regulation, may be otherwise actionable in any legal proceeding by any person or otherwise expose the Manufacturer to liability, and may do anything which, in its good faith opinion, is necessary or desirable to comply with any applicable law or regulation; and
- 5.6 the Manufacturer shall not be deemed to have knowledge of any change in the authority of any Relevant Party to exercise the rights established under this Agreement until the Manufacturer has received written notice thereof in accordance with this Agreement.

### **6. PARTIAL INVALIDITY**

If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

### **7. REMEDIES AND WAIVERS**

No failure by the Manufacturer or any Relevant Party to exercise, nor any delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

[\*\*\*] - Exhibit K - FORM OF AWA  
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## **Exhibit K: Form of AWA**

### **8. NOTICES**

#### **8.1 Form of Communication**

Any notice or other communication given or to be made under this Agreement shall be in writing in the English language and shall be addressed to the recipient as set out below. In the absence of evidence of earlier receipt, any notice or other communication shall be deemed to have been duly given:

8.1.1 if sent by post, five (5) Business Days after posting; and

8.1.2 if sent by fax, when confirmation of its clear transmission has been recorded on the sender's fax machine.

Any notice or other communication delivered to the Manufacturer outside 9am to 5pm (Toulouse time) on a Business Day shall only be deemed effective at 9am (Toulouse time) on the next Business Day.

#### **8.2 Relevant Parties' Addresses**

The contact details for any Relevant Party shall be set out in a Relevant Notice or shall be such other address as such Relevant Party may notify to the Manufacturer from time to time in writing.

#### **8.3 Manufacturer's Address**

The contact details for the Manufacturer are as set out below as at the date of this Agreement:

Address: Airbus S.A.S.

2, rond-point Emile Dewoitine

31700 Blagnac Cedex - France

Fax: +33 (0)5 61 93 46 10

Attention: Head of Contracts - Customer Services

The Manufacturer may amend the contact details specified above by sending written notice to the Controlling Party.

#### **8.4 Electronic Mail**

Any notice or other communication given or to be made under this Agreement to the Manufacturer shall also be sent by electronic mail to the following address (provided that the receipt or non-receipt of such electronic mail by the Manufacturer shall not affect the rights or obligations of any person under this Agreement): [AWA.notification@airbus.com](mailto:AWA.notification@airbus.com).

## **Exhibit K: Form of AWA**

9.

### **BENEFIT OF AGREEMENT**

No Relevant Party may assign or otherwise transfer (in whole or in part) any rights that it may have under this Agreement or the Warranties (including any rights to proceeds of any claim in respect of the Warranties) other than pursuant to the delivery of a Relevant Notice to the Manufacturer in strict compliance with the express provisions of this Agreement and any such transfer shall only be effective as to the Manufacturer upon its receipt of the applicable Relevant Notice as provided herein. Any purported assignment or other transfer by a Relevant Party of rights hereunder or the Warranties that does not comply with the requirements of this Agreement shall be null and void and of no force or effect. No provision of this Agreement is intended to or shall confer upon any person other than the Manufacturer and the Relevant Parties from time to time any rights, remedies or other benefits hereunder.

10.

### **LAW AND JURISDICTION**

10.1

#### **Governing Law**

PURSUANT TO AND IN ACCORDANCE WITH SECTION 5 1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OR ANY SIMILAR SUCCESSOR PROVISION), EACH OF THE MANUFACTURER AND (BY THEIR SIGNATURE OF RELEVANT NOTICE(S)) THE RELEVANT PARTIES AGREES THAT THIS AGREEMENT IN ALL RESPECTS AND ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIPS BEING ESTABLISHED HEREUNDER, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK AS APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY.

10.2

#### **Exclusive Jurisdiction**

10.2.1

Pursuant to and in accordance with Section 5 1402 of the New York General Obligations Law, each of the Manufacturer and (by their signature of Relevant Notice(s)) the Relevant Parties irrevocably agrees that the United States District Court for the Southern District of New York sitting in The Borough of Manhattan and any New York state court sitting in the County of New York, New York, and all related appellate courts, shall have exclusive jurisdiction to hear and settle any suit, action, proceeding or other dispute arising out of or relating to this Agreement, including any claim or cause of action based upon or arising out of this Agreement or any dealings between the parties relating to the subject matter of this Agreement or the transactions contemplated hereby or the relationships being established hereunder and submits itself and its property to the jurisdiction of the foregoing courts with respect to such suit, action, proceeding or other dispute, hereby waiving any other jurisdictions which may be available thereto by reason of domicile or otherwise.

[\*\*\*] - Exhibit K - FORM OF AWA

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## **Exhibit K: Form of AWA**

10.2.2 Each of the Manufacturer and (by their signature of Relevant Notice(s)) the Relevant Parties:

- (a) waives to the fullest extent permitted by law any objection which it may now or hereafter have to the courts referred to in Clause 10.2.1 (*Exclusive Jurisdiction*) on grounds of inconvenient forum or otherwise as regards suits, actions, proceedings or other disputes in connection with this Agreement;
- (b) waives to the fullest extent permitted by law any objection which it may now or hereafter have to the laying of venue of any suit, action, proceeding or other dispute arising out of or relating to this Agreement brought in the courts referred to in Clause 10.2.1 (*Exclusive Jurisdiction*); and
- (c) agrees that a judgment or order of any court referred to in Clause 10.2.1 (*Exclusive Jurisdiction*) in connection with this Agreement is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction as if made by the highest court in that other jurisdiction and accordingly will not seek to, nor be entitled to, contest and/or delay and/or obstruct registration or enforcement of any such judgment and/or award and/or order on grounds of public policy or otherwise.

10.2.3 Waiver of Jury Trial

EACH OF THE MANUFACTURER AND (BY THEIR SIGNATURE OF RELEVANT NOTICE(S)) THE RELEVANT PARTIES HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL IN RESPECT OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BEING ESTABLISHED HEREUNDER. EACH RELEVANT PARTY REPRESENTS AND WARRANTS THAT IT HAS REVIEWED AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH ITS LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS CLAUSE MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

## **Exhibit K: Form of AWA**

### **10.3 Service of Process**

In addition, each of the Manufacturer and (by their signature of Relevant Notice(s)) the Relevant Parties agrees that any and all process and other documents commencing or relating to any suit, action, proceeding or other dispute may be served by prepaid mailing by air mail, certified or registered mail, or by personal delivery (including by Federal Express, DHL, UPS or other air courier service), at its address for notice provided for in Clause 8 (Notices) above. These documents may, however, also be served on it anywhere in the world and in any other manner, in each case to the extent permitted by law.

### **SCHEDULE 1 DEFINITIONS AND INTERPRETATION**

#### **PART A - SPECIFIC DEFINITIONS**

"**Airframe**" means the <Name of Aircraft Type> with manufacturer's serial number <MSN details> (excluding the Propulsion Systems installed thereon) together with all parts incorporated in, installed on or attached to such airframe on the Delivery Date.

"**Buyer**" means [OWNER], being the person named as "Buyer" in the bill of sale in respect of the Aircraft issued by the Manufacturer on the Delivery Date.

"**Initial Controlling Party**" means [*insert name of security trustee/lessor*] [(as security trustee for certain other parties pursuant to certain transaction documents relating to the financing of the Aircraft)].

"**Initial Entitled Party**" means [*insert name of operator of the Aircraft*].

#### **PART B - GENERAL DEFINITIONS**

"**Aircraft**" means, collectively, the Airframe and the Propulsion Systems installed thereon.

"**Aircraft Purchase Agreement**" means the purchase agreement pursuant to which, inter alia, the Manufacturer has agreed to sell the Aircraft.

"**Aviation Authorities**" means when used in respect of any jurisdiction the government entity which, under the laws of such jurisdiction, has control over civil aviation or the registration, airworthiness or operation of aircraft in such jurisdiction.

"**Business Day**" means a day (other than a Saturday or Sunday) on which banks are open for general business in Toulouse, France.

"**Buyer Furnished Equipment**" means the items described in the list attached to the BFE bill of sale delivered to the Manufacturer on the Delivery Date.

"**Controlling Party**" means, at any time, the person who is the controlling party for the purposes of this Agreement, being the Initial Controlling Party or the person named as the New Controlling Party in any Replacement Controlling Party Notice delivered to the Manufacturer in accordance with this Agreement.

"**Delivery**" means the transfer of title to the Aircraft by the Manufacturer to the Buyer.

"**Delivery Date**" means the date on which Delivery occurs.

"**Eligible Person**" means:

- (i) in the case of the Entitled Party: the person that has the present right to possession of the Airframe, whether (a) as owner, mortgagee or pledgee or under a lease or other bailment of the Airframe or any analogous instrument or (b) as a duly appointed nominee of any such person;

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- (ii) in the case of the Controlling Party: a person that either (a) has the present right to possession of the Airframe whether (x) as owner, mortgagee or pledgee or under a lease or other bailment of the Airframe or any analogous instrument or (y) as a duly appointed nominee of any such person; or (b) may have such right subject only to the enforcement of rights under the Transaction Documents; and
- (iii) in all cases, a person that is neither (a) subject to any sanctions or similar instruments such as would result in the Manufacturer being in breach of any laws or sanctions of the United States of America, France, the European Union or the United Nations by having a legal relationship under this Agreement with such person in respect of the Warranties and the Airframe nor (b) an aircraft manufacturer or a person owned or controlled by an aircraft manufacturer.

**"Entitled Party"** means, at any time, the person who is entitled at such time to make claims under the Warranties under and in accordance with this Agreement, being the Initial Entitled Party or the person named as the new Entitled Party in any Replacement Entitled Party Notice delivered to the Manufacturer in accordance with this Agreement.

**"Initial Notice"** means a notice signed by the Initial Entitled Party and the Initial Controlling Party in the form of Schedule 3 (*Initial Notice*).

**"Liabilities"** means losses, liabilities, actions, claims, proceedings, penalties, fines, judgments, damages, fees, costs and expenses and **"Liability"** means any such thing.

**"New Controlling Party"** has the meaning given to that term in Clause 4.2.3 (*Termination of Controlling Party's Rights*).

**"New Entitled Party"** has the meaning given to that term in Clause 4.1.3 (*Termination of Entitled Party's Rights*).

**"Outgoing Controlling Party"** has the meaning given to that term in Clause 4.2.3 (*Termination of Controlling Party's Rights*).

**"Outgoing Entitled Party"** has the meaning given to that term in Clause 4.1.3 (*Termination of Entitled Party's Rights*).

**"Propulsion Systems"** means the engines and, if provided by the engine manufacturer, the nacelles and thrust reversers installed on the Aircraft at Delivery.

**"Propulsions Systems Manufacturer"** means the manufacturer of the Propulsion Systems.

**"Relevant Notice"** means an Initial Notice, a Replacement Entitled Party Notice or a Replacement Controlling Party Notice.

**"Relevant Party"** means, at any time, each of the Entitled Party and the Controlling Party at such time.

**"Replacement Controlling Party Notice"** means a notice, executed by the Outgoing Controlling Party and the New Controlling Party named therein, in the form of [Schedule 5](#) (*Replacement Controlling Party Notice*).

**"Replacement Entitled Party Notice"** means a notice, executed by the Controlling Party and the New Entitled Party named therein, in the form of [Schedule 4](#) (*Replacement Entitled Party Notice*).

**"Seller's Representatives"** means a customer support representative of the Manufacturer.

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"Service Bulletin" means the document used to notify officially an airline of the technical data governing embodiment of modifications (or the accomplishment of inspections to be performed) on in-service aircraft.

"Service Life Policy" has the meaning set out in clause 12.2 of Schedule 2 (*Warranties*).

"Specification" means the aircraft specification as further detailed in the Technical Data available to the Buyer at Delivery.

"Technical Data" means the technical data and software services provided by the Manufacturer to the Buyer in respect of the Aircraft at Delivery.

"Transaction Documents" means all documents (excluding this Agreement and any Relevant Notice and the Aircraft Purchase Agreement) entered into between the Relevant Parties and other persons in connection with the acquisition, leasing, bailment and/or financing of the Aircraft.

"Warranties" means, insofar as they relate to the Airframe, such warranties, rights and provisions as are set out in Schedule 2 (*Warranties*).

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[\*\*\*]

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**S E R V I C E L I F E P O L I C Y**

**L I S T O F I T E M S**

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### **SELLER SERVICE LIFE POLICY**

**1** The Items covered by the Service Life Policy pursuant to Clause 12.2 are those Seller Items of primary and auxiliary structure described hereunder.

### **2 WINGS - CENTER AND OUTER WING BOX (LEFT AND RIGHT)**

#### **2.1 Wing Structure**

2.1.1 Spars

2.1.2 Ribs and stringers inside the wing box

2.1.3 Upper and lower wing skin panels of the wing box

#### **2.2 Fittings**

2.2.1 Support structure and attachment fittings for the flap structure

2.2.2 Support structure and attachment fitting for the engine pylons

2.2.3 Support structure and attachment fitting for the main landing gear

2.2.4 Support structure and attachment fitting for the center wing box

#### **2.3 Auxiliary Support Structure**

2.3.1 For the slats:

2.3.1.1 Ribs supporting the track rollers on wing box structure

2.3.1.2 Ribs supporting the actuators on wing box structure

## **Exhibit K: Form of AWA**

2.3.2 For the ailerons:

2.3.2.1 Hinge brackets and ribs on wing box rear spar or shroud box

2.3.2.2 Actuator fittings on wing box rear spar or shroud box

2.3.3 For airbrakes, spoilers, lift dumpers:

2.3.3.1 Hinge brackets and ribs on wing box rear spar or shroud box

2.3.3.2 Actuator fittings on wing box rear spar or shroud box

## **2.4 Pylon**

2.4.1 For the Pylon Main Structural Box

2.4.1.1 Spars

2.4.1.2 Ribs

2.4.1.3 Skin, doublers and stiffeners

2.4.1.4 Support structure and attachment fitting for engine supports

## **3 FUSELAGE**

### **3.1 Fuselage structure**

3.1.1 Fore and aft bulkheads

3.1.2 Pressurized floors and bulkheads surrounding the main and nose gear wheel well and center wing box

3.1.3 Skins with doublers, stringers and frames from the forward pressure bulkheads to the frame supporting the rear attachment of horizontal stabilizer

3.1.4 Window and windscreen attachment structure but excluding transparencies

## Exhibit K: Form of AWA

- 3.1.5 Passenger and cargo doors internal structure
- 3.1.6 Sills, excluding scuff plates, and upper beams surrounding passenger and cargo door apertures
- 3.1.7 Cockpit floor structure and passenger cabin floor beams excluding floor panels and seat rails
- 3.1.8 Keel beam structure

### **3.2 Fittings**

- 3.2.1 Landing gear support structure and attachment fitting
- 3.2.2 Support structure and attachment fittings for the vertical and horizontal stabilizers
- 3.2.3 Support structure and attachment fitting for the APU

## **4 STABILIZERS**

### **4.1 Horizontal Stabilizer Main Structural Box**

- 4.1.1 Spars
- 4.1.2 Ribs
- 4.1.3 Upper and lower skins and stringers
- 4.1.4 Support structure and attachment fitting to fuselage and trim screw actuator
- 4.1.5 Elevator support structure
  - 4.1.5.1 Hinge bracket

## **Exhibit K: Form of AWA**

4.1.5.2 Servocontrol attachment brackets

### **4.2 Vertical Stabilizer Main Structural Box**

4.2.1 Spars

4.2.2 Ribs

4.2.3 Skins and stringers

4.2.4 Support structure and attachment fitting to fuselage

4.2.5 Rudder support structure

4.2.5.1 Hinge brackets

4.2.5.2 Servocontrol attachment brackets

### **5 EXCLUSIONS**

Bearing and roller assemblies, bearing surfaces, bushings, fittings other than those listed above, access and inspection doors, including manhole doors, latching mechanisms, all system components, commercial interior parts, insulation and related installation and connecting devices are excluded from this Seller Service Life Policy.

## Exhibit K: Form of AWA

### SCHEDULE 3 INITIAL NOTICE

To: **Airbus S.A.S.**

Attention: Head of Contracts - Customer Services

CC: [Name of Buyer] *[NB - N/A if Buyer is Initial Entitled Party or Initial Controlling Party]*

Attention: [•]

*[Date of the Agreement]*

One <Name of Aircraft Type> airframe with MSN <MSN Details> (the "Airframe")

1. Unless otherwise defined, terms used in this notice bear the same meanings as those set forth in the airframe warranties agreement dated [•] entered into by Airbus S.A.S. in relation to the Airframe (the "Airframe Warranties Agreement").
  
2. We hereby give notice that: (a) [•] is the Initial Entitled Party; and (b) [•] is the Initial Controlling Party.
  
3. The contact details of the Initial Entitled Party for the purposes of clause 8.2 (*Relevant Parties' Addresses*) of the Airframe Warranties Agreement are as follows:  
[•]
  
4. The contact details of the Initial Controlling Party for the purposes of clause 8.2 (*Relevant Parties' Addresses*) of the Airframe Warranties Agreement are as follows:  
[•]
  
5. This is the Initial Notice.
  
6. By its signature below and in consideration of the Manufacturer making available to it the rights specified under the Airframe Warranties Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the Initial Entitled Party hereby: (i) represents and warrants that it is an Eligible Person; and (ii) joins as party to, and agrees to be bound by and perform its obligations under (as, and for so long as it remains, the Entitled Party) the terms and conditions of, the Airframe Warranties Agreement.
  
7. By its signature below and in consideration of the Manufacturer making available to it the rights specified under the Airframe Warranties Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the Initial Controlling Party hereby: (i) represents and warrants that it is an Eligible Person; and (ii) joins as party to, and agrees to be bound by and perform its obligations under (as, and for so long as it remains, the Controlling Party) the terms and conditions of, the Airframe Warranties Agreement.

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8. This notice shall be governed by and construed in accordance with the laws of the State of New York.

**Exhibit K: Form of AWA**

[NAME OF CONTROLLING PARTY]

By: \_\_\_\_\_

Title: \_\_\_\_\_

[NAME OF ENTITLED PARTY]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and agreed for and on behalf of:

**AIRBUS S.A.S.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit K: Form of AWA

### SCHEDULE 4 REPLACEMENT ENTITLED PARTY NOTICE

To: **Airbus S.A.S.**

Attention: Head of Contracts - Customer Services

CC: [Outgoing Entitled Party]

Attention: [•]

[Date]

One <Name of Aircraft Type> airframe with MSN <MSN Details> (the "Airframe")

1. Unless otherwise defined, terms used in this notice bear the same meanings as those set forth in the airframe warranties agreement dated [•] entered into by Airbus S.A.S. in relation to the Airframe (the "**Airframe Warranties Agreement**").
  
2. [•] (the "**Controlling Party**") hereby gives notice that, as from today's date: (a) [•] (being the "Outgoing Entitled Party" for the purposes of the Airframe Warranties Agreement) has ceased to be the Entitled Party; and (b) [•] (the "**New Entitled Party**") is the new Entitled Party.
  
3. The contact details of the New Entitled Party for the purposes of clause 8.2 (*Relevant Parties' Addresses*) of the Airframe Warranties Agreement are as follows:  
  
[•]
  
4. This is a Replacement Entitled Party Notice.
  
5. By its signature below and in consideration of the Manufacturer making available to it the rights specified under the Airframe Warranties Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the New Entitled Party hereby: (i) represents and warrants that it is an Eligible Person; and (ii) joins as party to, and agrees to be bound by and perform its obligations under (as, and for so long as it remains, the Entitled Party) the terms and conditions of, the Airframe Warranties Agreement.
  
6. This notice shall be governed by and construed in accordance with the laws of the State of New York.

**Exhibit K: Form of AWA**

[NAME OF CONTROLLING PARTY]

By: \_\_\_\_\_

Title: \_\_\_\_\_

[NAME OF NEW ENTITLED PARTY]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and agreed for and on behalf of:

**AIRBUS S.A.S.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit K: Form of AWA**

**SCHEDULE 5  
REPLACEMENT CONTROLLING PARTY NOTICE**

To: **Airbus S.A.S.**

Attention: Head of Contracts - Customer Services

CC: **[Entitled Party]**

Attention: [•]

[Date]

One <Name of Aircraft Type> airframe with MSN <MSN Details> (the "Airframe")

1. Unless otherwise defined, terms used in this notice bear the same meanings as those set forth in the airframe warranties agreement dated [•] entered into by Airbus S.A.S. in relation to the Airframe (the "**Airframe Warranties Agreement**").
  
2. We hereby give notice that, as from today's date: [•] (the "**Outgoing Controlling Party**") has ceased to be the Controlling Party; and [•] (the "**New Controlling Party**") is the new Controlling Party.
  
3. The contact details of the New Controlling Party for the purposes of clause 8.2 (*Relevant Parties' Addresses*) of the Airframe Warranties Agreement are as follows:  
[•]
  
4. This is a Replacement Controlling Party Notice.
  
5. By its signature below and in consideration of the Manufacturer making available to it the rights specified under the Airframe Warranties Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, the New Controlling Party hereby: (i) represents and warrants that it is an Eligible Person; and (ii) joins as party to, and agrees to be bound by and perform its obligations under (as, and for so long as it remains, the Controlling Party) the terms and conditions of, the Airframe Warranties Agreement.
  
6. This notice shall be governed by and construed in accordance with the laws of the State of New York.

**Exhibit K: Form of AWA**

[NAME OF RETIRING CONTROLLING PARTY]

By: \_\_\_\_\_

Title: \_\_\_\_\_

[NAME OF NEW CONTROLLING PARTY]

By: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and agreed for and on behalf of:

**AIRBUS S.A.S.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit K: Form of AWA**

**EXECUTION PAGE**

**AIRBUS S.A.S.**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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Letter Agreement No. 1 to  
A320 Neo Family Purchase Agreement

As of December 20, 2019

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: [\*\*\*]

Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered an A320 NEO Family Purchase Agreement, dated as of the date hereof (the "**Agreement**"). The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 1 (this "**Letter Agreement**") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1           [\*\*\*]

2           **ASSIGNMENT**

[\*\*\*]

---

**MISCELLANEOUS**

The provisions of Clauses 22.5, 22.8 and 20.13 of the PA are incorporated herein by reference and made a part hereof as though set forth in full herein.

[SIGNATURE PAGE FOLLOWS]

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Benoit de Saint-Exupery

Name: Benoit de Saint-Exupery

Title: Senior Vice President, Contracts

Accepted and agreed:

SPIRIT AIRLINES, INC.

By: /s/ Scott M Haralson

Name: Scott M. Haralson

Title: Senior Vice President and Chief Financial Officer

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Letter Agreement No. 2 to  
A320 Neo Family Purchase Agreement

As of December 20, 2019

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: [\*\*\*]

Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer") and AIRBUS S.A.S. (the "Seller") have entered an A320 NEO Family Purchase Agreement, dated as of the date hereof (the "Agreement"). The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 2 (this "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1 [\*\*\*]

2 **ASSIGNMENT**

[\*\*\*]

**3. MISCELLANEOUS**

The provisions of Clauses 22.5, 22.8 and 20.13 of the Agreement are incorporated herein by reference and made a part hereof as though set forth in full herein.

[SIGNATURE PAGE FOLLOWS]

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Benoit de Saint-Exupery

Name: Benoit de Saint-Exupery

Title: Senior Vice President, Contracts

Accepted and agreed:

SPIRIT AIRLINES, INC.

By: /s/ Scott M Haralson

Name: Scott M. Haralson

Title: Senior Vice President and Chief Financial Officer

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**CFM A319 NEO PERFORMANCE GUARANTEE**

Letter Agreement No. 3 - 1.1 to  
A320 Neo Family Purchase Agreement

As of December 20, 2019

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: CFM A319 NEO PERFORMANCE GUARANTEE

Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer") and AIRBUS S.A.S. (the "Seller") have entered an A320 NEO Family Purchase Agreement, dated as of the date hereof (the "Agreement"). The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 3 - 1.1. (this "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

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## **CFM A319 NEO PERFORMANCE GUARANTEE**

### **1 AIRCRAFT CONFIGURATION**

The guarantees defined in this Letter Agreement (the "Performance Guarantees") are applicable to the A319neo Aircraft as described in the Standard Specification reference [\*\*\*] amended by Specification Change Notices (SCNs) for:

- installation of [\*\*\*] engines
- Design Weights as follows:
  - Maximum Take-Off Weight (MTOW) [\*\*\*]
  - Maximum Landing Weight (MLW) [\*\*\*]
  - Maximum Zero Fuel Weight (MZFW) [\*\*\*]

hereinafter referred to as the "Performance Specification", and without taking into account any further changes thereto as provided in the Agreement.

### **2 GUARANTEED PERFORMANCE**

#### **2.1 Take-Off Field Length guarantee**

FAR certified take-off field length at an Aircraft gross weight of [\*\*\*] lb at the start of ground run in ISA+15°C conditions at Sea Level pressure altitude shall be not more than a guaranteed value of [\*\*\*]

#### **2.2 Landing Field Length guarantee**

FAR certified landing field length at an Aircraft gross weight of [\*\*\*] lb at Sea Level pressure altitude shall be not more than a guaranteed value of [\*\*\*].

#### **2.3 Specific Range guarantee**

The average nautical miles per pound of fuel at a fixed Mach number of [\*\*\*] in ISA conditions at Aircraft gross weights and pressure altitudes as defined below:

[\*\*\*]

shall be not less than a guaranteed value [\*\*\*]

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## **CFM A319 NEO PERFORMANCE GUARANTEE**

### **3 MISSION GUARANTEES**

#### **3.1 Mission Payload BOG-FLL**

The Aircraft shall be capable of carrying a payload of not less than a guaranteed value of 29,900 lb over a still air Stage Distance of 1,551 nautical miles (assumed representative of BOG to FLL with 4 kt headwind) when operated under the conditions defined below.

3.1.1        The departure airport conditions (assumed representative of BOG runway 13R) are as defined below:

Elevation : 8,348 ft

Outside Air Temperature : 20°C

Take-Off Run Available (TORA) : 12,467 ft

Take-Off Distance Available (TODA) : 12,467 ft

Accelerate-Stop Distance Available (ASDA) : 12,467 ft

Runway slope : +0.0%

Wind : zero

Obstacles (heights and distances : Height Distance  
from end of TORA) : 28 ft 2,942 ft

: 223 ft 16,682 ft

: 269 ft 17,357 ft

: 310 ft 23,801 ft

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

3.1.2        An allowance of 430 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.

3.1.3        An allowance of 460 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.

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- 3.1.4 Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum westbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.
- 3.1.5 An allowance of 280 lb of fuel is assumed for 6 min approach and landing at destination airport.
- 3.1.6 An allowance of 200 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).
- 3.1.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.
- 3.1.8 At the end of approach and landing, an amount of 7,760 lb of fuel will remain in the tanks. This represents the estimated fuel required for:
- a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft
  - b) Missed approach
  - c) Diversion in ISA+5°C conditions over a still air distance of 195 nautical miles (assumed representative of FLL to MCO with 17 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
  - d) Approach and landing at alternate.

### **3.2 Mission Block Fuel DFW-FLL (winter)**

When carrying a fixed payload of 34,008 lb (representative of 156 passengers at 218 lb per passenger) over a still air Stage Distance of 958 nautical miles (assumed representative of DFW to FLL with 44 kt tailwind), the Aircraft shall consume a Block Fuel of not more than a guaranteed value of 11,300 lb when operated under the conditions defined below.

- 3.2.1 The departure airport conditions (assumed representative of DFW runway 18L) are as defined below:

Elevation : 602 ft  
Outside Air Temperature : 12°C  
Take-Off Run Available (TORA) : 13,400 ft  
Take-Off Distance Available (TODA) : 13,400 ft

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Accelerate-Stop Distance Available (ASDA) : 13,400 ft

Runway slope : +0.0%

Wind : zero

Obstacles : none

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

- 3.2.2 An allowance of 430 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.
- 3.2.3 An allowance of 360 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.
- 3.2.4 Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum eastbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.
- 3.2.5 An allowance of 280 lb of fuel is assumed for 6 min approach and landing at destination airport.
- 3.2.6 An allowance of 200 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).
- 3.2.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.  
Block Fuel is defined as the fuel used during APU, engine start, taxi-out, take-off and initial climb, climb, cruise, descent, approach and landing and taxi-in as described above.
- 3.2.8 At the end of approach and landing, an amount of 8,030 lb of fuel will remain in the tanks. This represents the estimated fuel required for:
  - a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft
  - b) Missed approach

- c) Diversion in ISA+5°C conditions over a still air distance of 207 nautical miles (assumed representative of FLL to MCO with 45 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
- d) Approach and landing at alternate.

### **3.3 Mission Block Fuel DFW-FLL (summer)**

When carrying a fixed payload of 34,008 lb (representative of 156 passengers at 218 lb per passenger) over a still air Stage Distance of 1,001 nautical miles (assumed representative of DFW to FLL with 22 kt tailwind), the Aircraft shall consume a Block Fuel of not more than a guaranteed value of 11,740 lb when operated under the conditions defined below.

- 3.3.1 The departure airport conditions (assumed representative of DFW runway 18L) are as defined below:

Elevation : 602 ft  
Outside Air Temperature : 25°C  
Take-Off Run Available (TORA) : 13,400 ft  
Take-Off Distance Available (TODA) : 13,400 ft  
Accelerate-Stop Distance Available (ASDA) : 13,400 ft  
Runway slope : +0.0%  
Wind : zero  
Obstacles : none

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

- 3.3.2 An allowance of 430 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.

- 3.3.3 An allowance of 390 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.

- 3.3.4 Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum eastbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.
-

3.3.5 An allowance of 290 lb of fuel is assumed for 6 min approach and landing at destination airport.

3.3.6 An allowance of 200 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).

3.3.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.

Block Fuel is defined as the fuel used during APU, engine start, taxi-out, take-off and initial climb, climb, cruise, descent, approach and landing and taxi-in as described above.

3.3.8 At the end of approach and landing, an amount of 7,920 lb of fuel will remain in the tanks. This represents the estimated fuel required for:

- a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft
- b) Missed approach
- c) Diversion in ISA+5°C conditions over a still air distance of 195 nautical miles (assumed representative of FLL to MCO with 17 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
- d) Approach and landing at alternate.

#### **3.4 Operating Weight Empty**

The mission guarantees as defined above are based on a fixed estimated Operating Weight Empty of 95,636 lb. Any volumetric limitation is excluded.

#### **4 MANUFACTURER'S WEIGHT EMPTY GUARANTEE**

The Manufacturer's Weight Empty of the Aircraft as defined in the Performance Specification shall be not more than a guaranteed value of 85,730 lb.

The Manufacturer's Weight Empty is as defined in Section 13 of the Standard Specification and will be derived from the weighing of the Aircraft with adjustments as defined in Clause 8 below.

#### **5 NOISE GUARANTEE**

The Aircraft as defined in the Performance Specification shall be certified in accordance with the requirements of Chapter 14 of ICAO Annex 16, Volume I, with a cumulative margin versus Chapter 14 of 11.2 EPNdB.

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Noise data shall be obtained and evaluated in accordance with the requirements of Appendix 2 of Edition 7 of ICAO Annex 16, Volume I, dated July 2014.

## **6 PERFORMANCE GUARANTEES CONDITIONS**

- 6.1 The performance certification requirements for the Aircraft, except where otherwise stated, are as stated in Section 02 of the Standard Specification.
- 6.2 For the determination of FAR take-off and landing performance a hard level dry runway surface with no runway strength limitation, no line-up allowance, no obstacles, zero wind, atmosphere according to ISA, except as otherwise stated, and the use of speedbrakes, flaps, associated speeds, landing gear, centre of gravity position and engines in the conditions liable to provide the best results are assumed.
- 6.3 When establishing take-off performance no air is bled from the engines for cabin air conditioning or anti-icing.
- 6.4 Climb, cruise, descent and holding performance elements of the Performance Guarantees include allowances for normal electrical load and for normal engine air bleed and power extraction associated with maximum cabin differential pressure as defined in the Standard Specification. Cabin air conditioning management during performance demonstration as described in Clause 7.3 below will be such as to optimize the Aircraft performance while meeting the minimum air conditioning requirements defined above. Unless otherwise stated no air
- 6.5 Where applicable the Performance Guarantees assume the use of an approved fuel with a density of 6.7 lb/USG and a Lower Heating Value of 18,590 BTU/lb.

## **7 GUARANTEE COMPLIANCE**

- 7.1 Compliance with the Performance Guarantees shall be demonstrated using operating procedures and limitations in accordance with those defined by the Aviation Authority and by the Seller unless otherwise stated.
  - 7.2 Compliance with the take-off, landing, one engine inoperative net ceiling and noise elements of the Performance Guarantees shall be demonstrated with reference to the approved Flight Manual.
-

- 7.3 Compliance with those parts of the Performance Guarantees defined in Clauses 2 and 3 above not covered by the requirements of the Aviation Authority shall be demonstrated by calculation based on data obtained during flight tests conducted on one (or more, at the Seller's discretion) A319neo aircraft of the same airframe/engine configuration as the Aircraft purchased by the Buyer and incorporated in the in-flight performance program and databases appropriate to the Aircraft.
- 7.4 Data derived from flight tests shall be adjusted as required using conventional methods of correction, interpolation or extrapolation in accordance with established aeronautical practices to show compliance with the Performance Guarantees.
- 7.5 Compliance with the Manufacturer's Weight Empty guarantee shall be demonstrated with reference to a weight compliance report.
- 7.6 The Seller undertakes to provide the Buyer with a report or reports demonstrating compliance with the Performance Guarantees at, or as soon as possible after, the Delivery of each Aircraft.

## **8 ADJUSTMENT OF PERFORMANCE GUARANTEES**

- 8.1 In the event of any change to any law, governmental regulation or requirement or interpretation thereof by the Aviation Authority made subsequent to the date of the Agreement (the "Change in Law"), and such a Change in Law affects the Aircraft configuration or performance or both, the Performance Guarantees shall be appropriately modified to reflect the effect of such change.
- 8.2 The Performance Guarantees apply to the Aircraft as described in the Performance Guarantees and may be adjusted in the event of:
- a) Any further configuration change which is the subject of a SCN,
  - b) Variation in actual weights of items defined in Section 13-10 of the Standard Specification.

## **9 EXCLUSIVE PERFORMANCE GUARANTEES**

The Performance Guarantees are exclusive and are provided in lieu of any and all other performance and weight guarantees of any nature which may be stated, referenced or incorporated in the Performance Specification or any other document.

## **10 UNDERTAKING REMEDIES**

- 10.1 Should an Aircraft fail to meet the Performance Guarantees specified in this Letter Agreement, the Seller shall use its reasonable endeavours to correct the deficiency to comply with the subject performance guarantee.

- 10.2 Should the Seller fail to develop and make available corrective means (including but not limited to kits, procedures, adjustment of design weights) of the above said deficiency, then the Seller shall for the affected Aircraft pay to the Buyer by way of liquidated damages subject to the Seller's maximum liability set forth hereunder on each anniversary date of the Delivery Date of the affected Aircraft for as long as the deficiency remains an amount of:
- 10.2.1 [\*\*\*] based on the deficiency (expressed in percent) defined as the average of the deviations from the guaranteed values of the Specific Range and of the Mission Block Fuel guarantees (part of a percent to be prorated).
- 10.2.2 [\*\*\*] based on the deficiency (expressed in pounds) of the Mission Payload guarantees.
- 10.2.3 [\*\*\*] based on the deficiency (expressed in pounds) of the Manufacturer's Weight Empty guarantee.
- 10.3 In the event the Seller develops and makes available corrective means mentioned above the Seller shall pay to the Buyer the monthly prorated portion of the yearly liquidated damages due by the Seller on account of the year during which the corrective means are made available.
- 10.4 The Seller's maximum liability in respect of deficiency in performance of an Aircraft shall be limited to the payment of liquidated damages for a period of not more than [\*\*\*] for that Aircraft, whichever occurs first. Payment of liquidated damages shall be deemed to settle all claims and remedies the Buyer would have against the Seller in respect of performance deficiencies.

## **11 INCONSISTENCIES**

In the event of any inconsistency between the terms of this Letter Agreement and the terms of the Agreement, the terms of this Letter Agreement shall prevail over the terms of the Agreement.

## **12 ASSIGNMENT**

[\*\*\*]

## **13 CONFIDENTIALITY**

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This Letter Agreement (and its existence) shall be treated by both parties as confidential and shall not be released (or revealed) in whole or in part to any third party without the prior consent of the other party. In particular, each party agrees not to make any press release concerning the whole or any part of the contents and/or subject matter hereof or of any future addendum hereto without the prior consent of the other party.

#### **14 LAW AND JURISDICTION**

This Letter Agreement shall be governed by, and construed in accordance with, the laws of NY and the provisions of Clause 22.4 of the Agreement shall apply to this Letter Agreement.

[SIGNATURE PAGE FOLLOWS]

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,  
AIRBUS S.A.S.

By: /s/ Benoit de Saint-Exupery  
Its: Senior Vice President, Contracts

Accepted and agreed,  
SPIRIT AIRLINES, INC.

By: /s/ Scott M Haralson  
Its: Senior Vice President and Chief Financial Officer

For information only, at the time of the Agreement, the Operating Weight Empty of the Aircraft with a 156 seat layout (ref. 319-25.34258) for the purpose of the mission guarantees defined in Clause 3 above is as follow:

[\*\*\*]

For information only, at the time of the Agreement, the Operating Weight Empty of the Aircraft with a 156 seat layout (ref. 319-25.34258) for the purpose of the mission guarantees defined in Clause 3 above is as follow:

[\*\*\*]

## IAE A319 NEO PERFORMANCE GUARANTEE

Letter Agreement No. 3 - 1.2 to  
A320 Neo Family Purchase Agreement

As of December 20, 2019

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025  
RE: IAE A319 NEO PERFORMANCE GUARANTEE

Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer") and AIRBUS S.A.S. (the "Seller") have entered an A320 NEO Family Purchase Agreement, dated as of the date hereof (the "Agreement"). The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 3 - 1.1. (this "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement. Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

### **1 AIRCRAFT CONFIGURATION**

The guarantees defined in this Letter Agreement (the "Performance Guarantees") are applicable to the A319neo Aircraft as described in the Standard Specification reference [\*\*\*] amended by Specification Change Notices (SCNs) for:

- installation of [\*\*\*] engines
- Design Weights as follows:
  - Maximum Take-Off Weight (MTOW) [\*\*\*]
  - Maximum Landing Weight (MLW) [\*\*\*]
  - Maximum Zero Fuel Weight (MZFW) [\*\*\*]

hereinafter referred to as the "Performance Specification", and without taking into account any further changes thereto as provided in the Agreement.

---

## **2 GUARANTEED PERFORMANCE**

### **2.1 Take-Off Field Length guarantee**

FAR certified take-off field length at an Aircraft gross weight of [\*\*\*] at the start of ground run in ISA+15°C conditions at Sea Level pressure altitude shall be not more than a guaranteed value of [\*\*\*]

### **2.2 Landing Field Length guarantee**

FAR certified landing field length at an Aircraft gross weight of at Sea Level pressure altitude shall be not more than a guaranteed value of [\*\*\*]

### **2.3 Specific Range guarantee**

The average nautical miles per pound of fuel at a fixed Mach number of [\*\*\*] in ISA conditions at Aircraft gross weights and pressure altitudes as defined below:

[\*\*\*]

shall be not less than a guaranteed value of [\*\*\*]

## **3 MISSION GUARANTEES**

### **3.1 Mission Payload BOG-FLL**

The Aircraft shall be capable of carrying a payload of not less than a guaranteed value of 33,600 lb over a still air Stage Distance of 1,551 nautical miles (assumed representative of BOG to FLL with 4 kt headwind) when operated under the conditions defined below.

#### 3.1.1

The departure airport conditions (assumed representative of BOG runway 13R) are as defined below:

Elevation : 8,348 ft

Outside Air Temperature : 20°C

Take-Off Run Available (TORA) : 12,467 ft

Take-Off Distance Available (TODA) : 12,467 ft

Accelerate-Stop Distance Available (ASDA) : 12,467 ft

Runway slope : +0.0%

Wind : zero

Obstacles (heights and distances : Height Distance  
from end of TORA) : 28 ft 2,942 ft

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- : 223 ft 16,682 ft
- : 269 ft 17,357 ft
- : 310 ft 23,801 ft

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

- 3.1.2 An allowance of 410 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.
  - 3.1.3 An allowance of 460 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.
  - 3.1.4 Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum westbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.
  - 3.1.5 An allowance of 280 lb of fuel is assumed for 6 min approach and landing at destination airport.
  - 3.1.6 An allowance of 190 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).
  - 3.1.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.
  - 3.1.8 At the end of approach and landing, an amount of 7,850 lb of fuel will remain in the tanks. This represents the estimated fuel required for:
    - a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft
    - b) Missed approach
    - c) Diversion in ISA+5°C conditions over a still air distance of 195 nautical miles (assumed representative of FLL to MCO with 17 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
    - d) Approach and landing at alternate.
-

### **3.2 Mission Block Fuel DFW-FLL (winter)**

When carrying a fixed payload of 34,008 lb (representative of 156 passengers at 218 lb per passenger) over a still air Stage Distance of 958 nautical miles (assumed representative of DFW to FLL with 44 kt tailwind), the Aircraft shall consume a Block Fuel of not more than a guaranteed value of 11,220 lb when operated under the conditions defined below.

- 3.2.1        The departure airport conditions (assumed representative of DFW runway 18L) are as defined below:

Elevation : 602 ft  
Outside Air Temperature : 12°C  
Take-Off Run Available (TORA) : 13,400 ft  
Take-Off Distance Available (TODA) : 13,400 ft  
Accelerate-Stop Distance Available (ASDA) : 13,400 ft  
Runway slope : +0.0%  
Wind : zero  
Obstacles : none

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

- 3.2.2        An allowance of 410 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.

- 3.2.3        An allowance of 360 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.

- 3.2.4        Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum eastbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.

- 3.2.5        An allowance of 280 lb of fuel is assumed for 6 min approach and landing at destination airport.

- 3.2.6        An allowance of 190 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).

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- 3.2.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.
- Block Fuel is defined as the fuel used during APU, engine start, taxi-out, take-off and initial climb, climb, cruise, descent, approach and landing and taxi-in as described above.
- 3.2.8 At the end of approach and landing, an amount of 7,960 lb of fuel will remain in the tanks. This represents the estimated fuel required for:

- a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft
- b) Missed approach
- c) Diversion in ISA+5°C conditions over a still air distance of 207 nautical miles (assumed representative of FLL to MCO with 45 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
- d) Approach and landing at alternate.

### **3.3 Mission Block Fuel DFW-FLL (summer)**

When carrying a fixed payload of 34,008 lb (representative of 156 passengers at 218 lb per passenger) over a still air Stage Distance of 1,001 nautical miles (assumed representative of DFW to FLL with 22 kt tailwind), the Aircraft shall consume a Block Fuel of not more than a guaranteed value of 11,650 lb when operated under the conditions defined below.

- 3.3.1 The departure airport conditions (assumed representative of DFW runway 18L) are as defined below:

Elevation : 602 ft  
Outside Air Temperature : 25°C  
Take-Off Run Available (TORA) : 13,400 ft  
Take-Off Distance Available (TODA) : 13,400 ft  
Accelerate-Stop Distance Available (ASDA) : 13,400 ft  
Runway slope : +0.0%  
Wind : zero  
Obstacles : none

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

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- 3.3.2 An allowance of 410 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.
- 3.3.3 An allowance of 380 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.
- 3.3.4 Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum eastbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.
- 3.3.5 An allowance of 280 lb of fuel is assumed for 6 min approach and landing at destination airport.
- 3.3.6 An allowance of 190 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).
- 3.3.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.
- Block Fuel is defined as the fuel used during APU, engine start, taxi-out, take-off and initial climb, climb, cruise, descent, approach and landing and taxi-in as described above.
- 3.3.8 At the end of approach and landing, an amount of 7,850 lb of fuel will remain in the tanks. This represents the estimated fuel required for:
- a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft
  - b) Missed approach
  - c) Diversion in ISA+5°C conditions over a still air distance of 195 nautical miles (assumed representative of FLL to MCO with 17 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
  - d) Approach and landing at alternate.

#### **3.4 Operating Weight Empty**

The mission guarantees as defined above are based on a fixed estimated Operating Weight Empty of 95,122 lb. Any volumetric limitation is excluded.

---

#### **4 MANUFACTURER'S WEIGHT EMPTY GUARANTEE**

The Manufacturer's Weight Empty of the Aircraft as defined in the Performance Specification shall be not more than a guaranteed value of 85,080 lb.

The Manufacturer's Weight Empty is as defined in Section 13 of the Standard Specification and will be derived from the weighing of the Aircraft with adjustments as defined in Clause 8 below.

#### **5 NOISE GUARANTEE**

The Aircraft as defined in the Performance Specification shall be certified in accordance with the requirements of Chapter 14 of ICAO Annex 16, Volume I, with a cumulative margin versus Chapter 14 of 9.4 EPNdB.

Noise data shall be obtained and evaluated in accordance with the requirements of Appendix 2 of Edition 7 of ICAO Annex 16, Volume I, dated July 2014.

#### **6 PERFORMANCE GUARANTEES CONDITIONS**

- 6.1 The performance certification requirements for the Aircraft, except where otherwise stated, are as stated in Section 02 of the Standard Specification.
- 6.2 For the determination of FAR take-off and landing performance a hard level dry runway surface with no runway strength limitation, no line-up allowance, no obstacles, zero wind, atmosphere according to ISA, except as otherwise stated, and the use of speedbrakes, flaps, associated speeds, landing gear, centre of gravity position and engines in the conditions liable to provide the best results are assumed.
- 6.3 When establishing take-off performance no air is bled from the engines for cabin air conditioning or anti-icing.
- 6.4 Climb, cruise, descent and holding performance elements of the Performance Guarantees include allowances for normal electrical load and for normal engine air bleed and power extraction associated with maximum cabin differential pressure as defined in the Standard Specification. Cabin air conditioning management during performance demonstration as described in Clause 7.3 below will be such as to optimize the Aircraft performance while meeting the minimum air conditioning requirements defined above. Unless otherwise stated no air is bled from the engines for anti-icing.

Cruise performance is based on a centre of gravity position of 25% MAC.

- 6.5 Where applicable the Performance Guarantees assume the use of an approved fuel with a density of 6.7 lb/USG and a Lower Heating Value of 18,590 BTU/lb.

## **7 GUARANTEE COMPLIANCE**

- 7.1 Compliance with the Performance Guarantees shall be demonstrated using operating procedures and limitations in accordance with those defined by the Aviation Authority and by the Seller unless otherwise stated.
- 7.2 Compliance with the take-off, landing, one engine inoperative net ceiling and noise elements of the Performance Guarantees shall be demonstrated with reference to the approved Flight Manual.
- 7.3 Compliance with those parts of the Performance Guarantees defined in Clauses 2 and 3 above not covered by the requirements of the Aviation Authority shall be demonstrated by calculation based on data obtained during flight tests conducted on one (or more, at the Seller's discretion) A319neo aircraft of the same airframe/engine configuration as the Aircraft purchased by the Buyer and incorporated in the in-flight performance program and databases appropriate to the Aircraft.
- 7.4 Data derived from flight tests shall be adjusted as required using conventional methods of correction, interpolation or extrapolation in accordance with established aeronautical practices to show compliance with the Performance Guarantees.
- 7.5 Compliance with the Manufacturer's Weight Empty guarantee shall be demonstrated with reference to a weight compliance report.
- 7.6 The Seller undertakes to provide the Buyer with a report or reports demonstrating compliance with the Performance Guarantees at, or as soon as possible after, the Delivery of each Aircraft.

## **8 ADJUSTMENT OF PERFORMANCE GUARANTEES**

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- 8.1 In the event of any change to any law, governmental regulation or requirement or interpretation thereof by the Aviation Authority made subsequent to the date of the Agreement (the "Change in Law"), and such a Change in Law affects the Aircraft configuration or performance or both, the Performance Guarantees shall be appropriately modified to reflect the effect of such change.
- 8.2 The Performance Guarantees apply to the Aircraft as described in the Performance Guarantees and may be adjusted in the event of:
- a) Any further configuration change which is the subject of a SCN,
  - b) Variation in actual weights of items defined in Section 13-10 of the Standard Specification.

## **9 EXCLUSIVE PERFORMANCE GUARANTEES**

The Performance Guarantees are exclusive and are provided in lieu of any and all other performance and weight guarantees of any nature which may be stated, referenced or incorporated in the Performance Specification or any other document.

## **10 UNDERTAKING REMEDIES**

- 10.1 Should an Aircraft fail to meet the Performance Guarantees specified in this Letter Agreement, the Seller shall use its reasonable endeavours to correct the deficiency to comply with the subject performance guarantee.
- 10.2 Should the Seller fail to develop and make available corrective means (including but not limited to kits, procedures, adjustment of design weights) of the above said deficiency, then the Seller shall for the affected Aircraft pay to the Buyer by way of liquidated damages subject to the Seller's maximum liability set forth hereunder on each anniversary date of the Delivery Date of the affected Aircraft for as long as the deficiency remains an amount of:
- 10.2.1 [\*\*\*] based on the deficiency (expressed in percent) defined as the average of the deviations from the guaranteed values of the Specific Range and of the Mission Block Fuel guarantees (part of a percent to be prorated).
- 10.2.2 [\*\*\*] based on the deficiency (expressed in pounds) of the Mission Payload guarantees.

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- 10.2.3        [\*\*\*] based on the deficiency (expressed in pounds) of the Manufacturer's Weight Empty guarantee.
- 10.3        In the event the Seller develops and makes available corrective means mentioned above the Seller shall pay to the Buyer the monthly prorated portion of the yearly liquidated damages due by the Seller on account of the year during which the corrective means are made available.
- 10.4        The Seller's maximum liability in respect of deficiency in performance of an Aircraft shall be limited to the payment of liquidated damages for a period [\*\*\*] for that Aircraft, whichever occurs first. Payment of liquidated damages shall be deemed to settle all claims and remedies the Buyer would have against the Seller in respect of performance deficiencies.

## **11 INCONSISTENCIES**

In the event of any inconsistency between the terms of this Letter Agreement and the terms of the Agreement, the terms of this Letter Agreement shall prevail over the terms of the Agreement.

## **12 ASSIGNMENT**

[\*\*\*]

## **13 CONFIDENTIALITY**

This Letter Agreement (and its existence) shall be treated by both parties as confidential and shall not be released (or revealed) in whole or in part to any third party without the prior consent of the other party. In particular, each party agrees not to make any press release concerning the whole or any part of the contents and/or subject matter hereof or of any future addendum hereto without the prior consent of the other party.

## **14 LAW AND JURISDICTION**

This Letter Agreement shall be governed by, and construed in accordance with, the laws of NY and the provisions of Clause 22.4 of the Agreement shall apply to this Letter Agreement.

[SIGNATURE PAGE FOLLOWS]

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,  
AIRBUS S.A.S.

By: /s/ Benoit de Saint-Exupery  
Its: Senior Vice President, Contracts

Accepted and agreed,  
SPIRIT AIRLINES, INC.

By: /s/ Scott M Haralson  
Its: Senior Vice President and Chief Financial Officer

For information only, at the time of the Agreement, the Operating Weight Empty of the Aircraft with a 156 seat layout (ref. 319-25.34258) for the purpose of the mission guarantees defined in Clause 3 above is as follow:

[\*\*\*]

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**CFM A320 NEO PERFORMANCE GUARANTEE**

Letter Agreement No. 3 - 2.1 to  
A320 Neo Family Purchase Agreement

As of December 20, 2019

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025  
RE: CFM A320 NEO PERFORMANCE GUARANTEE

Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered an A320 NEO Family Purchase Agreement, dated as of the date hereof (the "**Agreement**"). The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 3 - 1.1. (this "**Letter Agreement**") certain additional terms and conditions regarding the purchase and sale of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

Letter Agreement No. 3 - 2.1. A320neo / CFM

[\*\*\*] Page 1/13

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**CFM A320 NEO PERFORMANCE GUARANTEE**

**1 AIRCRAFT CONFIGURATION**

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The guarantees defined in this Letter Agreement (the "Performance Guarantees") are applicable to the A320neo Aircraft as described in the Standard Specification reference [\*\*\*] amended by Specification Change Notices (SCNs) for:

- installation of [\*\*\*] engines
- Design Weights as follows:
  - Maximum Take-Off Weight (MTOW) [\*\*\*]
  - Maximum Landing Weight (MLW) [\*\*\*]
  - Maximum Zero Fuel Weight (MZFW) [\*\*\*]

hereinafter referred to as the "Performance Specification", and without taking into account any further changes thereto as provided in the Agreement.

## **2 GUARANTEED PERFORMANCE**

### **2.1 Take-Off Field Length guarantee**

FAR certified take-off field length at an Aircraft gross weight of [\*\*\*] at the start of ground run in ISA+15°C conditions at Sea Level pressure altitude shall be not more than a guaranteed value of [\*\*\*].

### **2.2 Landing Field Length guarantee**

FAR certified landing field length at an Aircraft gross weight of [\*\*\*] at Sea Level pressure altitude shall be not more than a guaranteed value of [\*\*\*]

### **2.3 Specific Range guarantee**

The average nautical miles per pound of fuel at a fixed Mach number of [\*\*\*] in ISA conditions at Aircraft gross weights and pressure altitudes as defined below:

[\*\*\*]

shall be not less than a guaranteed value of [\*\*\*]

Letter Agreement No. 3 - 2.1. A320neo / CFM

[\*\*\*] Page 2/13

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## **CFM A320 NEO PERFORMANCE GUARANTEE**

### **3 MISSION GUARANTEES**

#### **3.1 Mission Payload BOG-FLL**

The Aircraft shall be capable of carrying a payload of not less than a guaranteed value of 40,900 lb over a still air Stage Distance of 1,551 nautical miles (assumed representative of BOG to FLL with 4 kt headwind) when operated under the conditions defined below.

3.1.1        The departure airport conditions (assumed representative of BOG runway 13R) are as defined below:

Elevation : 8,348 ft

Outside Air Temperature : 20°C

Take-Off Run Available (TORA) : 12,467 ft

Take-Off Distance Available (TODA) : 12,467 ft

Accelerate-Stop Distance Available (ASDA) : 12,467 ft

Runway slope : +0.0%

Wind : zero

Obstacles (heights and distances : Height Distance  
from end of TORA) : 28 ft 2,942 ft

: 223 ft 16,682 ft

: 269 ft 17,357 ft

: 310 ft 23,801 ft

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

3.1.2        An allowance of 430 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.

3.1.3        An allowance of 530 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.

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- 3.1.4 Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum westbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.
- 3.1.5 An allowance of 310 lb of fuel is assumed for 6 min approach and landing at destination airport.
- 3.1.6 An allowance of 200 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).

Letter Agreement No. 3 - 2.1. A320neo / CFM

[\*\*\*] Page 3/13

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#### **CFM A320 NEO PERFORMANCE GUARANTEE**

- 3.1.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.
- 3.1.8 At the end of approach and landing, an amount of 8,500 lb of fuel will remain in the tanks. This represents the estimated fuel required for:
- a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft
  - b) Missed approach
  - c) Diversion in ISA+5°C conditions over a still air distance of 195 nautical miles (assumed representative of FLL to MCO with 17 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
  - d) Approach and landing at alternate.

#### **3.2 Mission Block Fuel DFW-FLL (winter)**

When carrying a fixed payload of 40,548 lb (representative of 186 passengers at 218 lb per passenger) over a still air Stage Distance of 958 nautical miles (assumed representative of DFW to FLL with 44 kt tailwind), the Aircraft shall consume a Block Fuel of not more than a guaranteed value of 11,870 lb when operated under the conditions defined below.

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3.2.1 The departure airport conditions (assumed representative of DFW runway 18L) are as defined below:

Elevation : 602 ft

Outside Air Temperature : 12°C

Take-Off Run Available (TORA) : 13,400 ft

Take-Off Distance Available (TODA) : 13,400 ft

Accelerate-Stop Distance Available (ASDA) : 13,400 ft

Runway slope : +0.0%

Wind : zero

Obstacles : none

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

3.2.2 An allowance of 430 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.

3.2.3 An allowance of 390 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.

3.2.4 Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum eastbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude

Letter Agreement No. 3 - 2.1. A320neo / CFM

[\*\*\*] Page 4/13

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#### **CFM A320 NEO PERFORMANCE GUARANTEE**

above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.

3.2.5 An allowance of 310 lb of fuel is assumed for 6 min approach and landing at destination airport.

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3.2.6 An allowance of 200 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).

3.2.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.

Block Fuel is defined as the fuel used during APU, engine start, taxi-out, take-off and initial climb, climb, cruise, descent, approach and landing and taxi-in as described above.

3.2.8 At the end of approach and landing, an amount of 8,590 lb of fuel will remain in the tanks. This represents the estimated fuel required for:

- a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft
- b) Missed approach
- c) Diversion in ISA+5°C conditions over a still air distance of 207 nautical miles (assumed representative of FLL to MCO with 45 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
- d) Approach and landing at alternate.

### **3.3 Mission Block Fuel DFW-FLL (summer)**

When carrying a fixed payload of 40,548 lb (representative of 186 passengers at 218 lb per passenger) over a still air Stage Distance of 1,001 nautical miles (assumed representative of DFW to FLL with 22 kt tailwind), the Aircraft shall consume a Block Fuel of not more than a guaranteed value of 12,350 lb when operated under the conditions defined below.

3.3.1 The departure airport conditions (assumed representative of DFW runway 18L) are as defined below:

Elevation : 602 ft

Outside Air Temperature : 25°C

Take-Off Run Available (TORA) : 13,400 ft

Take-Off Distance Available (TODA) : 13,400 ft

Accelerate-Stop Distance Available (ASDA) : 13,400 ft

Runway slope : +0.0%

Wind : zero

Obstacles : none

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## **CFM A320 NEO PERFORMANCE GUARANTEE**

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

- 3.3.2 An allowance of 430 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.
- 3.3.3 An allowance of 420 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.
- 3.3.4 Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum eastbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.
- 3.3.5 An allowance of 310 lb of fuel is assumed for 6 min approach and landing at destination airport.
- 3.3.6 An allowance of 200 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).
- 3.3.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.  
Block Fuel is defined as the fuel used during APU, engine start, taxi-out, take-off and initial climb, climb, cruise, descent, approach and landing and taxi-in as described above.
- 3.3.8 At the end of approach and landing, an amount of 8,490 lb of fuel will remain in the tanks. This represents the estimated fuel required for:
  - a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft
  - b) Missed approach

- c) Diversion in ISA+5°C conditions over a still air distance of 195 nautical miles (assumed representative of FLL to MCO with 17 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
- d) Approach and landing at alternate.

### **3.4 Operating Weight Empty**

The mission guarantees as defined above are based on a fixed estimated Operating Weight Empty of 99,157 lb. Any volumetric limitation is excluded.

### **4 MANUFACTURER'S WEIGHT EMPTY GUARANTEE**

The Manufacturer's Weight Empty of the Aircraft as defined in the Performance Specification shall be not more than a guaranteed value of 88,080 lb.

Letter Agreement No. 3 - 2.1. A320neo / CFM

[\*\*\*] Page 6/13

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### **CFM A320 NEO PERFORMANCE GUARANTEE**

The Manufacturer's Weight Empty is as defined in Section 13 of the Standard Specification and will be derived from the weighing of the Aircraft with adjustments as defined in Clause 8 below.

### **5 NOISE GUARANTEE**

The Aircraft as defined in the Performance Specification shall be certified in accordance with the requirements of Chapter 14 of ICAO Annex 16, Volume I, with a cumulative margin versus Chapter 14 of 9.9 EPNdB.

Noise data shall be obtained and evaluated in accordance with the requirements of Appendix 2 of Edition 7 of ICAO Annex 16, Volume I, dated July 2014.

Letter Agreement No. 3 - 2.1. A320neo / CFM

[\*\*\*] Page 7/13

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### **CFM A320 NEO PERFORMANCE GUARANTEE**

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## **6 PERFORMANCE GUARANTEES CONDITIONS**

- 6.1 The performance certification requirements for the Aircraft, except where otherwise stated, are as stated in Section 02 of the Standard Specification.
- 6.2 For the determination of FAR take-off and landing performance a hard level dry runway surface with no runway strength limitation, no line-up allowance, no obstacles, zero wind, atmosphere according to ISA, except as otherwise stated, and the use of speedbrakes, flaps, associated speeds, landing gear, centre of gravity position and engines in the conditions liable to provide the best results are assumed.
- 6.3 When establishing take-off performance no air is bled from the engines for cabin air conditioning or anti-icing.
- 6.4 Climb, cruise, descent and holding performance elements of the Performance Guarantees include allowances for normal electrical load and for normal engine air bleed and power extraction associated with maximum cabin differential pressure as defined in the Standard Specification. Cabin air conditioning management during performance demonstration as described in Clause 7.3 below will be such as to optimize the Aircraft performance while meeting the minimum air conditioning requirements defined above. Unless otherwise stated no air is bled from the engines for anti-icing.

Cruise performance is based on a centre of gravity position of 25% MAC.

- 6.5 Where applicable the Performance Guarantees assume the use of an approved fuel with a density of 6.7 lb/USG and a Lower Heating Value of 18,590 BTU/lb.

## **7 GUARANTEE COMPLIANCE**

- 7.1 Compliance with the Performance Guarantees shall be demonstrated using operating procedures and limitations in accordance with those defined by the Aviation Authority and by the Seller unless otherwise stated.
- 7.2 Compliance with the take-off, landing, one engine inoperative net ceiling and noise elements of the Performance Guarantees shall be demonstrated with reference to the approved Flight Manual.

7.3

Compliance with those parts of the Performance Guarantees defined in Clauses 2 and 3 above not covered by the requirements of the Aviation Authority shall be demonstrated by calculation based on data obtained during flight tests conducted on one (or more, at the Seller's discretion) A320neo aircraft of the same airframe/engine configuration as the Aircraft purchased by the Buyer and incorporated in the in-flight performance program and databases appropriate to the Aircraft.

Letter Agreement No. 3 - 2.1. A320neo / CFM

[\*\*\*] Page 8/13

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**CFM A320 NEO PERFORMANCE GUARANTEE**

7.4

Data derived from flight tests shall be adjusted as required using conventional methods of correction, interpolation or extrapolation in accordance with established aeronautical practices to show compliance with the Performance Guarantees.

7.5

Compliance with the Manufacturer's Weight Empty guarantee shall be demonstrated with reference to a weight compliance report.

7.6

The Seller undertakes to provide the Buyer with a report or reports demonstrating compliance with the Performance Guarantees at, or as soon as possible after, the Delivery of each Aircraft.

**8 ADJUSTMENT OF PERFORMANCE GUARANTEES**

8.1

In the event of any change to any law, governmental regulation or requirement or interpretation thereof by the Aviation Authority made subsequent to the date of the Agreement (the "Change in Law"), and such a Change in Law affects the Aircraft configuration or performance or both, the Performance Guarantees shall be appropriately modified to reflect the effect of such change.

8.2

The Performance Guarantees apply to the Aircraft as described in the Performance Guarantees and may be adjusted in the event of:

- a) Any further configuration change which is the subject of a SCN,

b) Variation in actual weights of items defined in Section 13-10 of the Standard Specification.

## **9 EXCLUSIVE PERFORMANCE GUARANTEES**

The Performance Guarantees are exclusive and are provided in lieu of any and all other performance and weight guarantees of any nature which may be stated, referenced or incorporated in the Performance Specification or any other document.

Letter Agreement No. 3 - 2.1. A320neo / CFM

[\*\*\*] Page 9/13

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### **CFM A320 NEO PERFORMANCE GUARANTEE**

## **10 UNDERTAKING REMEDIES**

- 10.1 Should an Aircraft fail to meet the Performance Guarantees specified in this Letter Agreement, the Seller shall use its reasonable endeavours to correct the deficiency to comply with the subject performance guarantee.
- 10.2 Should the Seller fail to develop and make available corrective means (including but not limited to kits, procedures, adjustment of design weights) of the above said deficiency, then the Seller shall for the affected Aircraft pay to the Buyer by way of liquidated damages subject to the Seller's maximum liability set forth hereunder on each anniversary date of the Delivery Date of the affected Aircraft for as long as the deficiency remains an amount of:
  - 10.2.1 [\*\*\*] based on the deficiency (expressed in percent) defined as the average of the deviations from the guaranteed values of the Specific Range and of the Mission Block Fuel guarantees (part of a percent to be prorated).
  - 10.2.2 [\*\*\*] based on the deficiency (expressed in pounds) of the Mission Payload guarantees.
  - 10.2.3 [\*\*\*] based on the deficiency (expressed in pounds) of the Manufacturer's Weight Empty guarantee.

- 10.3 In the event the Seller develops and makes available corrective means mentioned above the Seller shall pay to the Buyer the monthly prorated portion of the yearly liquidated damages due by the Seller on account of the year during which the corrective means are made available.
- 10.4 The Seller's maximum liability in respect of deficiency in performance of an Aircraft shall be limited to the payment of liquidated damages for a period [\*\*\*] for that Aircraft, whichever occurs first. Payment of liquidated damages shall be deemed to settle all claims and remedies the Buyer would have against the Seller in respect of performance deficiencies.

Letter Agreement No. 3 - 2.1. A320neo / CFM

[\*\*\*] Page 10/13

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**CFM A320 NEO PERFORMANCE GUARANTEE**

**11 INCONSISTENCIES**

In the event of any inconsistency between the terms of this Letter Agreement and the terms of the Agreement, the terms of this Letter Agreement shall prevail over the terms of the Agreement.

**12 ASSIGNMENT**

[\*\*\*]

**13 CONFIDENTIALITY**

This Letter Agreement (and its existence) shall be treated by both parties as confidential and shall not be released (or revealed) in whole or in part to any third party without the prior consent of the other party. In particular, each party agrees not to make any press release concerning the whole or any part of the contents and/or subject matter hereof or of any future addendum hereto without the prior consent of the other party.

**14 LAW AND JURISDICTION**

This Letter Agreement shall be governed by, and construed in accordance with, the laws of NY and the provisions of Clause 22.4 of the Agreement shall apply to this Letter Agreement.

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[SIGNATURE PAGE FOLLOWS]

Letter Agreement No. 3 - 2.1. A320neo / CFM

[\*\*\*] Page 11/13

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**CFM A320 NEO PERFORMANCE GUARANTEE**

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,  
AIRBUS S.A.S.

By: /s/ Benoit de Saint-Exupery  
Its: Senior Vice President, Contracts

Accepted and agreed,  
SPIRIT AIRLINES, INC.

By: /s/ Scott M Haralson  
Its: Senior Vice President and Chief Financial Officer

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Letter Agreement No. 3 - 2.1. A320neo / CFM

[\*\*\*] Page 12/13

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**CFM A320 NEO PERFORMANCE GUARANTEE**

For information only, at the time of the Agreement, the Operating Weight Empty of the Aircraft with a 186 seat layout (ref. 320-25.47250) for the purpose of the mission guarantees defined in Clause 3 above is as follow:

[\*\*\*]

Letter Agreement No. 3 - 2.1. A320neo / CFM

[\*\*\*] Page 13/13

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**IAE A320 NEO PERFORMANCE GUARANTEE**

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Letter Agreement No. 3 - 2.2 to  
A320 Neo Family Purchase Agreement

As of December 20, 2019

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: IAE A320 NEO PERFORMANCE GUARANTEE

Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer") and AIRBUS S.A.S. (the "Seller") have entered an A320 NEO Family Purchase Agreement, dated as of the date hereof (the "Agreement"). The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 3 - 1.1. (this "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

Letter Agreement No. 3 - 2.2. A320neo / IAE

[\*\*\*] Page 1/13

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**IAE A320 NEO PERFORMANCE GUARANTEE**

**1 AIRCRAFT CONFIGURATION**

The guarantees defined in this Letter Agreement (the "Performance Guarantees") are applicable to the A320neo Aircraft as described in the [\*\*\*] amended by Specification Change Notices (SCNs) for:

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- installation of [\*\*\*] engines
- Design Weights as follows:
  - Maximum Take-Off Weight (MTOW) [\*\*\*]
  - Maximum Landing Weight (MLW) [\*\*\*]
  - Maximum Zero Fuel Weight (MZFW) [\*\*\*]

hereinafter referred to as the "Performance Specification", and without taking into account any further changes thereto as provided in the Agreement.

## **2 GUARANTEED PERFORMANCE**

### **2.1 Take-Off Field Length guarantee**

FAR certified take-off field length at an Aircraft gross weight of [\*\*\*] at the start of ground run in ISA+15°C conditions at Sea Level pressure altitude shall be not more than a guaranteed value of [\*\*\*]

### **2.2 Landing Field Length guarantee**

FAR certified landing field length at an Aircraft gross weight of [\*\*\*] at Sea Level pressure altitude shall be not more than a guaranteed value of [\*\*\*]

### **2.3 Specific Range guarantee**

The average nautical miles per pound of fuel at a fixed Mach number of [\*\*\*] in ISA conditions at Aircraft gross weights and pressure altitudes as defined below:

[\*\*\*]

shall be not less than a guaranteed value of [\*\*\*]

Letter Agreement No. 3 - 2.2. A320neo / IAE

[\*\*\*] Page 2/13

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**IAE A320 NEO PERFORMANCE GUARANTEE**

## **3 MISSION GUARANTEES**

### **3.1 Mission Payload BOG-FLL**

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The Aircraft shall be capable of carrying a payload of not less than a guaranteed value of 41,400 lb over a still air Stage Distance of 1,551 nautical miles (assumed representative of BOG to FLL with 4 kt headwind) when operated under the conditions defined below.

- 3.1.1 The departure airport conditions (assumed representative of BOG runway 13R) are as defined below:

Elevation : 8,348 ft

Outside Air Temperature : 20°C

Take-Off Run Available (TORA) : 12,467 ft

Take-Off Distance Available (TODA) : 12,467 ft

Accelerate-Stop Distance Available (ASDA) : 12,467 ft

Runway slope : +0.0%

Wind : zero

Obstacles (heights and distances : Height Distance

from end of TORA) : 28 ft 2,942 ft

: 223 ft 16,682 ft

: 269 ft 17,357 ft

: 310 ft 23,801 ft

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

- 3.1.2 An allowance of 410 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.

- 3.1.3 An allowance of 510 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.

- 3.1.4 Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum westbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.

- 3.1.5 An allowance of 290 lb of fuel is assumed for 6 min approach and landing at destination airport.

3.1.6 An allowance of 190 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).

Letter Agreement No. 3 - 2.2. A320neo / IAE

[\*\*\*] Page 3/13

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**IAE A320 NEO PERFORMANCE GUARANTEE**

3.1.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.

3.1.8 At the end of approach and landing, an amount of 8,500 lb of fuel will remain in the tanks. This represents the estimated fuel required for:

- a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft
- b) Missed approach
- c) Diversion in ISA+5°C conditions over a still air distance of 195 nautical miles (assumed representative of FLL to MCO with 17 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
- d) Approach and landing at alternate.

**3.2 Mission Block Fuel DFW-FLL (winter)**

When carrying a fixed payload of 40,548 lb (representative of 186 passengers at 218 lb per passenger) over a still air Stage Distance of 958 nautical miles (assumed representative of DFW to FLL with 44 kt tailwind), the Aircraft shall consume a Block Fuel of not more than a guaranteed value of 11,780 lb when operated under the conditions defined below.

3.2.1 The departure airport conditions (assumed representative of DFW runway 18L) are as defined below:

Elevation : 602 ft

Outside Air Temperature : 12°C

Take-Off Run Available (TORA) : 13,400 ft

Take-Off Distance Available (TODA) : 13,400 ft

Accelerate-Stop Distance Available (ASDA) : 13,400 ft

Runway slope : +0.0%

Wind : zero

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Obstacles : none

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

3.2.2 An allowance of 410 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.

3.2.3 An allowance of 380 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.

3.2.4 Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum eastbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude

Letter Agreement No. 3 - 2.2. A320neo / IAE

[\*\*\*] Page 4/13

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**IAE A320 NEO PERFORMANCE GUARANTEE**

above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.

3.2.5 An allowance of 290 lb of fuel is assumed for 6 min approach and landing at destination airport.

3.2.6 An allowance of 190 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).

3.2.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.

Block Fuel is defined as the fuel used during APU, engine start, taxi-out, take-off and initial climb, climb, cruise, descent, approach and landing and taxi-in as described above.

3.2.8 At the end of approach and landing, an amount of 8,590 lb of fuel will remain in the tanks. This represents the estimated fuel required for:

a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft

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- b) Missed approach
- c) Diversion in ISA+5°C conditions over a still air distance of 207 nautical miles (assumed representative of FLL to MCO with 45 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
- d) Approach and landing at alternate.

### **3.3 Mission Block Fuel DFW-FLL (summer)**

When carrying a fixed payload of 40,548 lb (representative of 186 passengers at 218 lb per passenger) over a still air Stage Distance of 1,001 nautical miles (assumed representative of DFW to FLL with 22 kt tailwind), the Aircraft shall consume a Block Fuel of not more than a guaranteed value of 12,250 lb when operated under the conditions defined below.

- 3.3.1        The departure airport conditions (assumed representative of DFW runway 18L) are as defined below:

Elevation : 602 ft  
Outside Air Temperature : 25°C  
Take-Off Run Available (TORA) : 13,400 ft  
Take-Off Distance Available (TODA) : 13,400 ft  
Accelerate-Stop Distance Available (ASDA) : 13,400 ft  
Runway slope : +0.0%  
Wind : zero  
Obstacles : none

Letter Agreement No. 3 - 2.2. A320neo / IAE

[\*\*\*] Page 5/13

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#### **IAE A320 NEO PERFORMANCE GUARANTEE**

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

- 3.3.2        An allowance of 410 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.

- 3.3.3        An allowance of 400 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.
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3.3.4 Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum eastbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.

3.3.5 An allowance of 290 lb of fuel is assumed for 6 min approach and landing at destination airport.

3.3.6 An allowance of 190 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).

3.3.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.

Block Fuel is defined as the fuel used during APU, engine start, taxi-out, take-off and initial climb, climb, cruise, descent, approach and landing and taxi-in as described above.

3.3.8 At the end of approach and landing, an amount of 8,480 lb of fuel will remain in the tanks. This represents the estimated fuel required for:

- a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft
- b) Missed approach
- c) Diversion in ISA+5°C conditions over a still air distance of 195 nautical miles (assumed representative of FLL to MCO with 17 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
- d) Approach and landing at alternate.

### **3.4 Operating Weight Empty**

The mission guarantees as defined above are based on a fixed estimated Operating Weight Empty of 98,643 lb. Any volumetric limitation is excluded.

### **4 MANUFACTURER'S WEIGHT EMPTY GUARANTEE**

The Manufacturer's Weight Empty of the Aircraft as defined in the Performance Specification shall be not more than a guaranteed value of 87,440 lb.

Letter Agreement No. 3 - 2.2. A320neo / IAE

[\*\*\*] Page 6/13

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## **IAE A320 NEO PERFORMANCE GUARANTEE**

The Manufacturer's Weight Empty is as defined in Section 13 of the Standard Specification and will be derived from the weighing of the Aircraft with adjustments as defined in Clause 8 below.

### **5 NOISE GUARANTEE**

The Aircraft as defined in the Performance Specification shall be certified in accordance with the requirements of Chapter 14 of ICAO Annex 16, Volume I, with a cumulative margin versus Chapter 14 of 8.7 EPNdB.

Noise data shall be obtained and evaluated in accordance with the requirements of Appendix 2 of Edition 7 of ICAO Annex 16, Volume I, dated July 2014.

Letter Agreement No. 3 - 2.2. A320neo / IAE

[\*\*\*] Page 7/13

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## **IAE A320 NEO PERFORMANCE GUARANTEE**

### **6 PERFORMANCE GUARANTEES CONDITIONS**

- 6.1 The performance certification requirements for the Aircraft, except where otherwise stated, are as stated in Section 02 of the Standard Specification.
  - 6.2 For the determination of FAR take-off and landing performance a hard level dry runway surface with no runway strength limitation, no line-up allowance, no obstacles, zero wind, atmosphere according to ISA, except as otherwise stated, and the use of speedbrakes, flaps, associated speeds, landing gear, centre of gravity position and engines in the conditions liable to provide the best results are assumed.
  - 6.3 When establishing take-off performance no air is bled from the engines for cabin air conditioning or anti-icing.
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6.4 Climb, cruise, descent and holding performance elements of the Performance Guarantees include allowances for normal electrical load and for normal engine air bleed and power extraction associated with maximum cabin differential pressure as defined in the Standard Specification. Cabin air conditioning management during performance demonstration as described in Clause 7.3 below will be such as to optimize the Aircraft performance while meeting the minimum air conditioning requirements defined above. Unless otherwise stated no air is bled from the engines for anti-icing.

Cruise performance is based on a centre of gravity position of 25% MAC.

6.5 Where applicable the Performance Guarantees assume the use of an approved fuel with a density of 6.7 lb/USG and a Lower Heating Value of 18,590 BTU/lb.

## **7 GUARANTEE COMPLIANCE**

7.1 Compliance with the Performance Guarantees shall be demonstrated using operating procedures and limitations in accordance with those defined by the Aviation Authority and by the Seller unless otherwise stated.

7.2 Compliance with the take-off, landing, one engine inoperative net ceiling and noise elements of the Performance Guarantees shall be demonstrated with reference to the approved Flight Manual.

7.3 Compliance with those parts of the Performance Guarantees defined in Clauses 2 and 3 above not covered by the requirements of the Aviation Authority shall be demonstrated by calculation based on data obtained during flight tests conducted on one (or more, at the Seller's discretion) A320neo aircraft of the same airframe/engine configuration as the Aircraft purchased by the Buyer and incorporated in the in-flight performance program and databases appropriate to the Aircraft.

Letter Agreement No. 3 - 2.2. A320neo / IAE

[\*\*\*] Page 8/13

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**IAE A320 NEO PERFORMANCE GUARANTEE**

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- 7.4 Data derived from flight tests shall be adjusted as required using conventional methods of correction, interpolation or extrapolation in accordance with established aeronautical practices to show compliance with the Performance Guarantees.
- 7.5 Compliance with the Manufacturer's Weight Empty guarantee shall be demonstrated with reference to a weight compliance report.
- 7.6 The Seller undertakes to provide the Buyer with a report or reports demonstrating compliance with the Performance Guarantees at, or as soon as possible after, the Delivery of each Aircraft.

## **8 ADJUSTMENT OF PERFORMANCE GUARANTEES**

- 8.1 In the event of any change to any law, governmental regulation or requirement or interpretation thereof by the Aviation Authority made subsequent to the date of the Agreement (the "Change in Law"), and such a Change in Law affects the Aircraft configuration or performance or both, the Performance Guarantees shall be appropriately modified to reflect the effect of such change.
- 8.2 The Performance Guarantees apply to the Aircraft as described in the Performance Guarantees and may be adjusted in the event of:
- a) Any further configuration change which is the subject of a SCN,
  - b) Variation in actual weights of items defined in Section 13-10 of the Standard Specification.

## **9 EXCLUSIVE PERFORMANCE GUARANTEES**

The Performance Guarantees are exclusive and are provided in lieu of any and all other performance and weight guarantees of any nature which may be stated, referenced or incorporated in the Performance Specification or any other document.

Letter Agreement No. 3 - 2.2. A320neo / IAE

[\*\*\*] Page 9/13

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**IAE A320 NEO PERFORMANCE GUARANTEE**

## **10 UNDERTAKING REMEDIES**

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- 10.1 Should an Aircraft fail to meet the Performance Guarantees specified in this Letter Agreement, the Seller shall use its reasonable endeavours to correct the deficiency to comply with the subject performance guarantee.
- 10.2 Should the Seller fail to develop and make available corrective means (including but not limited to kits, procedures, adjustment of design weights) of the above said deficiency, then the Seller shall for the affected Aircraft pay to the Buyer by way of liquidated damages subject to the Seller's maximum liability set forth hereunder on each anniversary date of the Delivery Date of the affected Aircraft for as long as the deficiency remains an amount of:
- 10.2.1 [\*\*\*] based on the deficiency (expressed in percent) defined as the average of the deviations from the guaranteed values of the Specific Range and of the Mission Block Fuel guarantees (part of a percent to be prorated).
- 10.2.2 [\*\*\*] based on the deficiency (expressed in pounds) of the Mission Payload guarantees.
- 10.2.3 [\*\*\*] based on the deficiency (expressed in pounds) of the Manufacturer's Weight Empty guarantee.
- 10.3 In the event the Seller develops and makes available corrective means mentioned above the Seller shall pay to the Buyer the monthly prorated portion of the yearly liquidated damages due by the Seller on account of the year during which the corrective means are made available.
- 10.4 The Seller's maximum liability in respect of deficiency in performance of an Aircraft shall be limited to the payment of liquidated damages for a period [\*\*\*] for that Aircraft, whichever occurs first. Payment of liquidated damages shall be deemed to settle all claims and remedies the Buyer would have against the Seller in respect of performance deficiencies.

Letter Agreement No. 3 - 2.2. A320neo / IAE

[\*\*\*] Page 10/13

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**IAE A320 NEO PERFORMANCE GUARANTEE**

**11 INCONSISTENCIES**

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In the event of any inconsistency between the terms of this Letter Agreement and the terms of the Agreement, the terms of this Letter Agreement shall prevail over the terms of the Agreement.

## **12 ASSIGNMENT**

[\*\*\*]

## **13 CONFIDENTIALITY**

This Letter Agreement (and its existence) shall be treated by both parties as confidential and shall not be released (or revealed) in whole or in part to any third party without the prior consent of the other party. In particular, each party agrees not to make any press release concerning the whole or any part of the contents and/or subject matter hereof or of any future addendum hereto without the prior consent of the other party.

## **14 LAW AND JURISDICTION**

This Letter Agreement shall be governed by, and construed in accordance with, the laws of NY and the provisions of Clause 22.4 of the Agreement shall apply to this Letter Agreement.

[SIGNATURE PAGE FOLLOWS]

Letter Agreement No. 3 - 2.2. A320neo / IAE

[\*\*\*] Page 11/13

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### **IAE A320 NEO PERFORMANCE GUARANTEE**

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,  
AIRBUS S.A.S.

By: /s/ Benoit de Saint-Exupery  
Its: Senior Vice President, Contracts

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Accepted and agreed,  
SPIRIT AIRLINES, INC.

By: /s/ Scott M Haralson  
Its: Senior Vice President and Chief Financial Officer

Letter Agreement No. 3 - 2.2. A320neo / IAE  
[\*\*\*] Page 12/13

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**IAE A320 NEO PERFORMANCE GUARANTEE**

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For information only, at the time of the Agreement, the Operating Weight Empty of the Aircraft with a 186 seat layout (ref. 320-25.47250) for the purpose of the mission guarantees defined in Clause 3 above is as follow:

[\*\*\*]

Letter Agreement No. 3 - 2.2. A320neo / IAE

[\*\*\*] Page 13/13

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Letter Agreement No. 3 - 3.1 to  
A320 Neo Family Purchase Agreement

As of December 20, 2019

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: CFM A321 NEO PERFORMANCE GUARANTEE

Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered an A320 NEO Family Purchase Agreement, dated as of the date hereof (the "**Agreement**"). The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 3 - 1.1. (this "**Letter Agreement**") certain additional terms and conditions regarding the purchase and sale of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said

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Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

Letter Agreement No. 3 - 3.1. A321neo / CFM

[\*\*\*] Page 1/12

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## **1 AIRCRAFT CONFIGURATION**

The guarantees defined in this Letter Agreement (the "Performance Guarantees") are applicable to the A321neo Aircraft as described in the [\*\*\*] amended by Specification Change Notices (SCNs) for:

- installation of [\*\*\*] engines
- Design Weights as follows:
  - Maximum Take-Off Weight (MTOW) [\*\*\*]
  - Maximum Landing Weight (MLW) [\*\*\*]
  - Maximum Zero Fuel Weight (MZFW) [\*\*\*]

hereinafter referred to as the "Performance Specification", and without taking into account any further changes thereto as provided in the Agreement.

## **2 GUARANTEED PERFORMANCE**

### **2.1 Take-Off Field Length guarantee**

FAR certified take-off field length at an Aircraft gross weight of [\*\*\*] at the start of ground run in ISA+15°C conditions at Sea Level pressure altitude shall be not more than a guaranteed value of [\*\*\*]

### **2.2 Landing Field Length guarantee**

FAR certified landing field length at an Aircraft gross weight of [\*\*\*] at Sea Level pressure altitude shall be not more than a guaranteed value of [\*\*\*]

### **2.3 Specific Range guarantee**

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The average nautical miles per pound of fuel at a fixed Mach number of [\*\*\*] in ISA conditions at Aircraft gross weights and pressure altitudes as defined below:

[\*\*\*]

shall be not less than a guaranteed value of [\*\*\*]

Letter Agreement No. 3 - 3.1. A321neo / CFM

[\*\*\*] Page 2/12

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### **3 MISSION GUARANTEES**

#### **3.1 Mission Payload DFW-FLL**

The Aircraft shall be capable of carrying a payload of not less than a guaranteed value of 53,000 lb over a still air Stage Distance of 1,001 nautical miles (assumed representative of DFW to FLL with 22 kt tailwind) when operated under the conditions defined below.

3.1.1 The departure airport conditions (assumed representative of DFW runway 18L) are as defined in Clause 3.3.1 below.

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

3.1.2 An allowance of 430 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.

3.1.3 An allowance of 500 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.

3.1.4 Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum eastbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.

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- 3.1.5 An allowance of 380 lb of fuel is assumed for 6 min approach and landing at destination airport.
- 3.1.6 An allowance of 210 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).
- 3.1.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.
- 3.1.8 At the end of approach and landing, an amount of 10,040 lb of fuel will remain in the tanks. This represents the estimated fuel required for:
- a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft
  - b) Missed approach
  - c) Diversion in ISA+5°C conditions over a still air distance of 195 nautical miles (assumed representative of FLL to MCO with 17 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
  - d) Approach and landing at alternate.

Letter Agreement No. 3 - 3.1. A321neo / CFM  
[\*\*\*] Page 3/12

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### **3.2 Mission Block Fuel DFW-FLL (winter)**

When carrying a fixed payload of 51,666 lb (representative of 237 passengers at 218 lb per passenger) over a still air Stage Distance of 958 nautical miles (assumed representative of DFW to FLL with 44 kt tailwind), the Aircraft shall consume a Block Fuel of not more than a guaranteed value of 13,890 lb when operated under the conditions defined below.

- 3.2.1 The departure airport conditions (assumed representative of DFW runway 18L) are as defined below:

Elevation : 602 ft  
Outside Air Temperature : 12°C  
Take-Off Run Available (TORA) : 13,400 ft  
Take-Off Distance Available (TODA) : 13,400 ft

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Accelerate-Stop Distance Available (ASDA) : 13,400 ft

Runway slope : +0.0%

Wind : zero

Obstacles : none

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

- 3.2.2 An allowance of 430 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.
- 3.2.3 An allowance of 470 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.
- 3.2.4 Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum eastbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.
- 3.2.5 An allowance of 380 lb of fuel is assumed for 6 min approach and landing at destination airport.
- 3.2.6 An allowance of 210 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).
- 3.2.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.

Block Fuel is defined as the fuel used during APU, engine start, taxi-out, take-off and initial climb, climb, cruise, descent, approach and landing and taxi-in as described above.

Letter Agreement No. 3 - 3.1. A321neo / CFM

[\*\*\*] Page 4/12

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3.2.8 At the end of approach and landing, an amount of 10,100 lb of fuel will remain in the tanks. This represents the estimated fuel required for:

- a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft
- b) Missed approach
- c) Diversion in ISA+5°C conditions over a still air distance of 207 nautical miles (assumed representative of FLL to MCO with 45 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
- d) Approach and landing at alternate.

### **3.3 Mission Block Fuel DFW-FLL (summer)**

When carrying a fixed payload of 51,666 lb (representative of 237 passengers at 218 lb per passenger) over a still air Stage Distance of 1,001 nautical miles (assumed representative of DFW to FLL with 22 kt tailwind), the Aircraft shall consume a Block Fuel of not more than a guaranteed value of 14,440 lb when operated under the conditions defined below.

3.3.1 The departure airport conditions (assumed representative of DFW runway 18L) are as defined below:

Elevation : 602 ft  
Outside Air Temperature : 25°C  
Take-Off Run Available (TORA) : 13,400 ft  
Take-Off Distance Available (TODA) : 13,400 ft  
Accelerate-Stop Distance Available (ASDA) : 13,400 ft  
Runway slope : +0.0%  
Wind : zero  
Obstacles : none

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

3.3.2 An allowance of 430 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.

3.3.3 An allowance of 500 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.

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3.3.4 Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum eastbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.

Letter Agreement No. 3 - 3.1. A321neo / CFM

[\*\*\*] Page 5/12

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3.3.5 An allowance of 380 lb of fuel is assumed for 6 min approach and landing at destination airport.

3.3.6 An allowance of 210 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).

3.3.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.

Block Fuel is defined as the fuel used during APU, engine start, taxi-out, take-off and initial climb, climb, cruise, descent, approach and landing and taxi-in as described above.

3.3.8 At the end of approach and landing, an amount of 9,970 lb of fuel will remain in the tanks. This represents the estimated fuel required for:

- a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft
- b) Missed approach
- c) Diversion in ISA+5°C conditions over a still air distance of 195 nautical miles (assumed representative of FLL to MCO with 17 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
- d) Approach and landing at alternate.

### **3.4 Operating Weight Empty**

The mission guarantees as defined above are based on a fixed estimated Operating Weight Empty of 111,474 lb. Any volumetric limitation is excluded.

### **4 MANUFACTURER'S WEIGHT EMPTY GUARANTEE**

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The Manufacturer's Weight Empty of the Aircraft as defined in the Performance Specification shall be not more than a guaranteed value of 98,010 lb.

The Manufacturer's Weight Empty is as defined in Section 13 of the Standard Specification and will be derived from the weighing of the Aircraft with adjustments as defined in Clause 8 below.

## **5 NOISE GUARANTEE**

The Aircraft as defined in the Performance Specification shall be certified in accordance with the requirements of Chapter 14 of ICAO Annex 16, Volume I, with a cumulative margin versus Chapter 14 of 5.2 EPNdB.

Noise data shall be obtained and evaluated in accordance with the requirements of Appendix 2 of Edition 7 of ICAO Annex 16, Volume I, dated July 2014.

Letter Agreement No. 3 - 3.1. A321neo / CFM

[\*\*\*] Page 6/12

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## **6 PERFORMANCE GUARANTEES CONDITIONS**

- 6.1        The performance certification requirements for the Aircraft, except where otherwise stated, are as stated in Section 02 of the Standard Specification.
  - 6.2        For the determination of FAR take-off and landing performance a hard level dry runway surface with no runway strength limitation, no line-up allowance, no obstacles, zero wind, atmosphere according to ISA, except as otherwise stated, and the use of speedbrakes, flaps, associated speeds, landing gear, centre of gravity position and engines in the conditions liable to provide the best results are assumed.
  - 6.3        When establishing take-off performance no air is bled from the engines for cabin air conditioning or anti-icing.
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6.4 Climb, cruise, descent and holding performance elements of the Performance Guarantees include allowances for normal electrical load and for normal engine air bleed and power extraction associated with maximum cabin differential pressure as defined in the Standard Specification. Cabin air conditioning management during performance demonstration as described in Clause 7.3 below will be such as to optimize the Aircraft performance while meeting the minimum air conditioning requirements defined above. Unless otherwise stated no air is bled from the engines for anti-icing.

Cruise performance is based on a centre of gravity position of 25% MAC.

6.5 Where applicable the Performance Guarantees assume the use of an approved fuel with a density of 6.7 lb/USG and a Lower Heating Value of 18,590 BTU/lb.

## **7 GUARANTEE COMPLIANCE**

- 7.1 Compliance with the Performance Guarantees shall be demonstrated using operating procedures and limitations in accordance with those defined by the Aviation Authority and by the Seller unless otherwise stated.
- 7.2 Compliance with the take-off, landing, one engine inoperative net ceiling and noise elements of the Performance Guarantees shall be demonstrated with reference to the approved Flight Manual.
- 7.3 Compliance with those parts of the Performance Guarantees defined in Clauses 2 and 3 above not covered by the requirements of the Aviation Authority shall be demonstrated by calculation based on data obtained during flight tests conducted on one (or more, at the Seller's discretion) A321neo aircraft of the same airframe/engine configuration as the Aircraft purchased by the Buyer and incorporated in the in-flight performance program and databases appropriate to the Aircraft.

Letter Agreement No. 3 - 3.1. A321neo / CFM

[\*\*\*] Page 7/12

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- 7.4 Data derived from flight tests shall be adjusted as required using conventional methods of correction, interpolation or extrapolation in accordance with established aeronautical practices to show compliance with the Performance Guarantees.
- 7.5 Compliance with the Manufacturer's Weight Empty guarantee shall be demonstrated with reference to a weight compliance report.
- 7.6 The Seller undertakes to provide the Buyer with a report or reports demonstrating compliance with the Performance Guarantees at, or as soon as possible after, the Delivery of each Aircraft.

## **8 ADJUSTMENT OF PERFORMANCE GUARANTEES**

- 8.1 In the event of any change to any law, governmental regulation or requirement or interpretation thereof by the Aviation Authority made subsequent to the date of the Agreement (the "Change in Law"), and such a Change in Law affects the Aircraft configuration or performance or both, the Performance Guarantees shall be appropriately modified to reflect the effect of such change.
- 8.2 The Performance Guarantees apply to the Aircraft as described in the Performance Guarantees and may be adjusted in the event of:
- a) Any further configuration change which is the subject of a SCN,
  - b) Variation in actual weights of items defined in Section 13-10 of the Standard Specification.

## **9 EXCLUSIVE PERFORMANCE GUARANTEES**

The Performance Guarantees are exclusive and are provided in lieu of any and all other performance and weight guarantees of any nature which may be stated, referenced or incorporated in the Performance Specification or any other document.

Letter Agreement No. 3 - 3.1. A321neo / CFM

[\*\*\*] Page 8/12

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## **10 UNDERTAKING REMEDIES**

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- 10.1 Should an Aircraft fail to meet the Performance Guarantees specified in this Letter Agreement, the Seller shall use its reasonable endeavours to correct the deficiency to comply with the subject performance guarantee.
- 10.2 Should the Seller fail to develop and make available corrective means (including but not limited to kits, procedures, adjustment of design weights) of the above said deficiency, then the Seller shall for the affected Aircraft pay to the Buyer by way of liquidated damages subject to the Seller's maximum liability set forth hereunder on each anniversary date of the Delivery Date of the affected Aircraft for as long as the deficiency remains an amount of:
- 10.2.1 [\*\*\*] on the deficiency (expressed in percent) defined as the average of the deviations from the guaranteed values of the Specific Range and of the Mission Block Fuel guarantees (part of a percent to be prorated).
- 10.2.2 [\*\*\*] based on the deficiency (expressed in pounds) of the Mission Payload guarantees.
- 10.2.3 [\*\*\*] based on the deficiency (expressed in pounds) of the Manufacturer's Weight Empty guarantee.
- 10.3 In the event the Seller develops and makes available corrective means mentioned above the Seller shall pay to the Buyer the monthly prorated portion of the yearly liquidated damages due by the Seller on account of the year during which the corrective means are made available.
- 10.4 The Seller's maximum liability in respect of deficiency in performance of an Aircraft shall be limited to the payment of liquidated damages for a period [\*\*\*] for that Aircraft, whichever occurs first. Payment of liquidated damages shall be deemed to settle all claims and remedies the Buyer would have against the Seller in respect of performance deficiencies.

Letter Agreement No. 3 - 3.1. A321neo / CFM

[\*\*\*] Page 9/12

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## 11 INCONSISTENCIES

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In the event of any inconsistency between the terms of this Letter Agreement and the terms of the Agreement, the terms of this Letter Agreement shall prevail over the terms of the Agreement.

## **12 ASSIGNMENT**

[\*\*\*]

## **13 CONFIDENTIALITY**

This Letter Agreement (and its existence) shall be treated by both parties as confidential and shall not be released (or revealed) in whole or in part to any third party without the prior consent of the other party. In particular, each party agrees not to make any press release concerning the whole or any part of the contents and/or subject matter hereof or of any future addendum hereto without the prior consent of the other party.

## **14 LAW AND JURISDICTION**

This Letter Agreement shall be governed by, and construed in accordance with, the laws of NY the provisions of Clause 22.4 of the Agreement shall apply to this Letter Agreement.

[SIGNATURE PAGE FOLLOWS]

Letter Agreement No. 3 - 3.1. A321neo / CFM

[\*\*\*] Page 10/12

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## **CFM A321 NEO PERFORMANCE GUARANTEE**

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,  
AIRBUS S.A.S.  
By: /s/ Benoit de Saint-Exupery  
Its: Senior Vice President, Contracts

---

Accepted and agreed,  
SPIRIT AIRLINES, INC.

By: /s/ Scott M Haralson  
Its: Senior Vice President and Chief Financial Officer

Letter Agreement No. 3 - 3.1. A321neo / CFM  
[\*\*\*] Page 11/12

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For information only, at the time of the Agreement, the Operating Weight Empty of the Aircraft with a 237 seat layout (ref. 321-25.49754) for the purpose of the mission guarantees defined in Clause 3 above is as follow:

[\*\*\*]

Letter Agreement No. 3 - 3.1. A321neo / CFM

[\*\*\*] Page 12/12

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**IAE A321 NEO PERFORMANCE GUARANTEE**

Letter Agreement No. 3 - 3.2 to  
A320 Neo Family Purchase Agreement

As of December 20, 2019

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: IAE A321 NEO PERFORMANCE GUARANTEE

Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer") and AIRBUS S.A.S. (the "Seller") have entered an A320 NEO Family Purchase Agreement, dated as of the date hereof (the "Agreement"). The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 3 - 1.1. (this "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft.

Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific

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provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

Letter Agreement No. 3 - 3.2. A321neo / IAE

[\*\*\*] Page 1/12

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## **IAE A321 NEO PERFORMANCE GUARANTEE**

### **1 AIRCRAFT CONFIGURATION**

The guarantees defined in this Letter Agreement (the "Performance Guarantees") are applicable to the A321neo Aircraft as described in the [\*\*\*] amended by Specification Change Notices (SCNs) for:

- installation of [\*\*\*] engines
- Design Weights as follows:
  - Maximum Take-Off Weight (MTOW) [\*\*\*]
  - Maximum Landing Weight (MLW) [\*\*\*]
  - Maximum Zero Fuel Weight (MZFW) [\*\*\*]

hereinafter referred to as the "Performance Specification", and without taking into account any further changes thereto as provided in the Agreement.

### **2 GUARANTEED PERFORMANCE**

#### **2.1 Take-Off Field Length guarantee**

FAR certified take-off field length at an Aircraft gross weight of [\*\*\*] at the start of ground run in ISA+15°C conditions at Sea Level pressure altitude shall be not more than a guaranteed value of [\*\*\*]

#### **2.2 Landing Field Length guarantee**

FAR certified landing field length at an Aircraft gross weight of [\*\*\*] at Sea Level pressure altitude shall be not more than a guaranteed value of [\*\*\*]

#### **2.3 Specific Range guarantee**

The average nautical miles per pound of fuel at a fixed Mach number of [\*\*\*] in ISA conditions at Aircraft gross weights and pressure altitudes as defined below:

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[\*\*\*]

shall be not less than a guaranteed value of [\*\*\*]

Letter Agreement No. 3 - 3.2. A321neo / IAE

[\*\*\*] Page 2/12

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### **IAE A321 NEO PERFORMANCE GUARANTEE**

## **3 MISSION GUARANTEES**

### **3.1 Mission Payload DFW-FLL**

The Aircraft shall be capable of carrying a payload of not less than a guaranteed value of 53,600 lb over a still air Stage Distance of 1,001 nautical miles (assumed representative of DFW to FLL with 22 kt tailwind) when operated under the conditions defined below.

3.1.1        The departure airport conditions (assumed representative of DFW runway 18L) are as defined in Clause 3.3.1 below.

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

3.1.2        An allowance of 420 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.

3.1.3        An allowance of 500 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.

3.1.4        Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum eastbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.

3.1.5        An allowance of 370 lb of fuel is assumed for 6 min approach and landing at destination airport.

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- 3.1.6 An allowance of 200 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).
- 3.1.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.
- 3.1.8 At the end of approach and landing, an amount of 10,040 lb of fuel will remain in the tanks. This represents the estimated fuel required for:
- a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft
  - b) Missed approach
  - c) Diversion in ISA+5°C conditions over a still air distance of 195 nautical miles (assumed representative of FLL to MCO with 17 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
  - d) Approach and landing at alternate.

Letter Agreement No. 3 - 3.2. A321neo / IAE

[\*\*\*] Page 3/12

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**IAE A321 NEO PERFORMANCE GUARANTEE**

**3.2 Mission Block Fuel DFW-FLL (winter)**

When carrying a fixed payload of 51,666 lb (representative of 237 passengers at 218 lb per passenger) over a still air Stage Distance of 958 nautical miles (assumed representative of DFW to FLL with 44 kt tailwind), the Aircraft shall consume a Block Fuel of not more than a guaranteed value of 13,910 lb when operated under the conditions defined below.

- 3.2.1 The departure airport conditions (assumed representative of DFW runway 18L) are as defined below:

Elevation : 602 ft  
Outside Air Temperature : 12°C  
Take-Off Run Available (TORA) : 13,400 ft  
Take-Off Distance Available (TODA) : 13,400 ft  
Accelerate-Stop Distance Available (ASDA) : 13,400 ft  
Runway slope : +0.0%

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Wind : zero

Obstacles : none

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

- 3.2.2 An allowance of 420 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.
- 3.2.3 An allowance of 460 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.
- 3.2.4 Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum eastbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.
- 3.2.5 An allowance of 360 lb of fuel is assumed for 6 min approach and landing at destination airport.
- 3.2.6 An allowance of 200 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).

3.2.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.

Block Fuel is defined as the fuel used during APU, engine start, taxi-out, take-off and initial climb, climb, cruise, descent, approach and landing and taxi-in as described above.

Letter Agreement No. 3 - 3.2. A321neo / IAE

[\*\*\*] Page 4/12

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**IAE A321 NEO PERFORMANCE GUARANTEE**

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- 3.2.8 At the end of approach and landing, an amount of 10,070 lb of fuel will remain in the tanks. This represents the estimated fuel required for:

- a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft
- b) Missed approach
- c) Diversion in ISA+5°C conditions over a still air distance of 207 nautical miles (assumed representative of FLL to MCO with 45 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
- d) Approach and landing at alternate.

### **3.3 Mission Block Fuel DFW-FLL (summer)**

When carrying a fixed payload of 51,666 lb (representative of 237 passengers at 218 lb per passenger) over a still air Stage Distance of 1,001 nautical miles (assumed representative of DFW to FLL with 22 kt tailwind), the Aircraft shall consume a Block Fuel of not more than a guaranteed value of 14,470 lb when operated under the conditions defined below.

- 3.3.1        The departure airport conditions (assumed representative of DFW runway 18L) are as defined below:

Elevation : 602 ft  
Outside Air Temperature : 25°C  
Take-Off Run Available (TORA) : 13,400 ft  
Take-Off Distance Available (TODA) : 13,400 ft  
Accelerate-Stop Distance Available (ASDA) : 13,400 ft  
Runway slope : +0.0%  
Wind : zero  
Obstacles : none

Destination airport conditions are assumed to allow the required landing weight to be used without restriction. Pressure altitude is 65 ft at destination airport.

- 3.3.2        An allowance of 420 lb of fuel is assumed for 13 min APU, engine start and 14 min taxi-out.

- 3.3.3        An allowance of 490 lb of fuel is assumed for take-off and initial climb to 1,500 ft pressure altitude above departure airport with acceleration to climb speed.
-

- 3.3.4 Climb from 1,500 ft pressure altitude above departure airport to cruise altitude using maximum climb thrust, cruise at optimum eastbound flight levels at a fixed Mach number not less than 0.78 and descent to 1,500 ft pressure altitude above destination airport are conducted in ISA+5°C conditions. Climb and descent speeds below 10,000 ft shall be 250 knots CAS.

Letter Agreement No. 3 - 3.2. A321neo / IAE

[\*\*\*] Page 5/12

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**IAE A321 NEO PERFORMANCE GUARANTEE**

- 3.3.5 An allowance of 360 lb of fuel is assumed for 6 min approach and landing at destination airport.
- 3.3.6 An allowance of 200 lb of fuel is assumed for 9 min taxi-in (taken from the reserves).
- 3.3.7 Stage Distance is defined as the distance covered during climb, cruise and descent as described above.  
Block Fuel is defined as the fuel used during APU, engine start, taxi-out, take-off and initial climb, climb, cruise, descent, approach and landing and taxi-in as described above.
- 3.3.8 At the end of approach and landing, an amount of 9,940 lb of fuel will remain in the tanks. This represents the estimated fuel required for:
- a) Contingency fuel: 45 min continued cruise plus 30 min holding at 10,000 ft
  - b) Missed approach
  - c) Diversion in ISA+5°C conditions over a still air distance of 195 nautical miles (assumed representative of FLL to MCO with 17 kt headwind) starting and ending at 1,500 ft pressure altitude above destination and alternate airports
  - d) Approach and landing at alternate.

#### **3.4 Operating Weight Empty**

The mission guarantees as defined above are based on a fixed estimated Operating Weight Empty of 110,960 lb. Any volumetric limitation is excluded.

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#### **4 MANUFACTURER'S WEIGHT EMPTY GUARANTEE**

The Manufacturer's Weight Empty of the Aircraft as defined in the Performance Specification shall be not more than a guaranteed value of 97,360 lb.

The Manufacturer's Weight Empty is as defined in Section 13 of the Standard Specification and will be derived from the weighing of the Aircraft with adjustments as defined in Clause 8 below.

#### **5 NOISE GUARANTEE**

The Aircraft as defined in the Performance Specification shall be certified in accordance with the requirements of Chapter 14 of ICAO Annex 16, Volume I, with a cumulative margin versus Chapter 14 of 3.3 EPNdB.

Noise data shall be obtained and evaluated in accordance with the requirements of Appendix 2 of Edition 7 of ICAO Annex 16, Volume I, dated July 2014.

Letter Agreement No. 3 - 3.2. A321neo / IAE

[\*\*\*] Page 6/12

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#### **IAE A321 NEO PERFORMANCE GUARANTEE**

#### **6 PERFORMANCE GUARANTEES CONDITIONS**

- 6.1 The performance certification requirements for the Aircraft, except where otherwise stated, are as stated in Section 02 of the Standard Specification.
  - 6.2 For the determination of FAR take-off and landing performance a hard level dry runway surface with no runway strength limitation, no line-up allowance, no obstacles, zero wind, atmosphere according to ISA, except as otherwise stated, and the use of speedbrakes, flaps, associated speeds, landing gear, centre of gravity position and engines in the conditions liable to provide the best results are assumed.
  - 6.3 When establishing take-off performance no air is bled from the engines for cabin air conditioning or anti-icing.
-

6.4 Climb, cruise, descent and holding performance elements of the Performance Guarantees include allowances for normal electrical load and for normal engine air bleed and power extraction associated with maximum cabin differential pressure as defined in the Standard Specification. Cabin air conditioning management during performance demonstration as described in Clause 7.3 below will be such as to optimize the Aircraft performance while meeting the minimum air conditioning requirements defined above. Unless otherwise stated no air is bled from the engines for anti-icing.

Cruise performance is based on a centre of gravity position of 25% MAC.

6.5 Where applicable the Performance Guarantees assume the use of an approved fuel with a density of 6.7 lb/USG and a Lower Heating Value of 18,590 BTU/lb.

## **7 GUARANTEE COMPLIANCE**

7.1 Compliance with the Performance Guarantees shall be demonstrated using operating procedures and limitations in accordance with those defined by the Aviation Authority and by the Seller unless otherwise stated.

7.2 Compliance with the take-off, landing, one engine inoperative net ceiling and noise elements of the Performance Guarantees shall be demonstrated with reference to the approved Flight Manual.

7.3 Compliance with those parts of the Performance Guarantees defined in Clauses 2 and 3 above not covered by the requirements of the Aviation Authority shall be demonstrated by calculation based on data obtained during flight tests conducted on one (or more, at the Seller's discretion) A321neo aircraft of the same airframe/engine configuration as the Aircraft purchased by the Buyer and incorporated in the in-flight performance program and databases appropriate to the Aircraft.

Letter Agreement No. 3 - 3.2. A321neo / IAE

[\*\*\*] Page 7/12

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**IAE A321 NEO PERFORMANCE GUARANTEE**

- 7.4 Data derived from flight tests shall be adjusted as required using conventional methods of correction, interpolation or extrapolation in accordance with established aeronautical practices to show compliance with the Performance Guarantees.
- 7.5 Compliance with the Manufacturer's Weight Empty guarantee shall be demonstrated with reference to a weight compliance report.
- 7.6 The Seller undertakes to provide the Buyer with a report or reports demonstrating compliance with the Performance Guarantees at, or as soon as possible after, the Delivery of each Aircraft.

## **8 ADJUSTMENT OF PERFORMANCE GUARANTEES**

- 8.1 In the event of any change to any law, governmental regulation or requirement or interpretation thereof by the Aviation Authority made subsequent to the date of the Agreement (the "Change in Law"), and such a Change in Law affects the Aircraft configuration or performance or both, the Performance Guarantees shall be appropriately modified to reflect the effect of such change.
- 8.2 The Performance Guarantees apply to the Aircraft as described in the Performance Guarantees and may be adjusted in the event of:
- a) Any further configuration change which is the subject of a SCN,
  - b) Variation in actual weights of items defined in Section 13-10 of the Standard Specification.

## **9 EXCLUSIVE PERFORMANCE GUARANTEES**

The Performance Guarantees are exclusive and are provided in lieu of any and all other performance and weight guarantees of any nature which may be stated, referenced or incorporated in the Performance Specification or any other document.

Letter Agreement No. 3 - 3.2. A321neo / IAE

[\*\*\*] Page 8/12

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**IAE A321 NEO PERFORMANCE GUARANTEE**

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## **10 UNDERTAKING REMEDIES**

- 10.1 Should an Aircraft fail to meet the Performance Guarantees specified in this Letter Agreement, the Seller shall use its reasonable endeavours to correct the deficiency to comply with the subject performance guarantee.
- 10.2 Should the Seller fail to develop and make available corrective means (including but not limited to kits, procedures, adjustment of design weights) of the above said deficiency, then the Seller shall for the affected Aircraft pay to the Buyer by way of liquidated damages subject to the Seller's maximum liability set forth hereunder on each anniversary date of the Delivery Date of the affected Aircraft for as long as the deficiency remains an amount of:
- 10.2.1 [\*\*\*] based on the deficiency (expressed in percent) defined as the average of the deviations from the guaranteed values of the Specific Range and of the Mission Block Fuel guarantees (part of a percent to be prorated).
- 10.2.2 [\*\*\*] based on the deficiency (expressed in pounds) of the Mission Payload guarantees.
- 10.2.3 [\*\*\*] based on the deficiency (expressed in pounds) of the Manufacturer's Weight Empty guarantee.
- 10.3 In the event the Seller develops and makes available corrective means mentioned above the Seller shall pay to the Buyer the monthly prorated portion of the yearly liquidated damages due by the Seller on account of the year during which the corrective means are made available.
- 10.4 The Seller's maximum liability in respect of deficiency in performance of an Aircraft shall be limited to the payment of liquidated damages for a period [\*\*\*] for that Aircraft, whichever occurs first. Payment of liquidated damages shall be deemed to settle all claims and remedies the Buyer would have against the Seller in respect of performance deficiencies.

Letter Agreement No. 3 - 3.2. A321neo / IAE

[\*\*\*] Page 9/12

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**IAE A321 NEO PERFORMANCE GUARANTEE**

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## **11 INCONSISTENCIES**

In the event of any inconsistency between the terms of this Letter Agreement and the terms of the Agreement, the terms of this Letter Agreement shall prevail over the terms of the Agreement.

## **12 ASSIGNMENT**

[\*\*\*]

## **13 CONFIDENTIALITY**

This Letter Agreement (and its existence) shall be treated by both parties as confidential and shall not be released (or revealed) in whole or in part to any third party without the prior consent of the other party. In particular, each party agrees not to make any press release concerning the whole or any part of the contents and/or subject matter hereof or of any future addendum hereto without the prior consent of the other party.

## **14 LAW AND JURISDICTION**

This Letter Agreement shall be governed by, and construed in accordance with, the laws of NY and the provisions of Clause 22.4 of the Agreement shall apply to this Letter Agreement.

[SIGNATURE PAGE FOLLOWS]

Letter Agreement No. 3 - 3.2. A321neo / IAE

[\*\*\*] Page 10/12

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### **IAE A321 NEO PERFORMANCE GUARANTEE**

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,  
AIRBUS S.A.S.

---

By: /s/ Benoit de Saint-Exupery  
Its: Senior Vice President, Contracts

Accepted and agreed,  
SPIRIT AIRLINES, INC.

By: /s/ Scott M Haralson  
Its: Senior Vice President and Chief Financial Officer

Letter Agreement No. 3 - 3.2. A321neo / IAE  
[\*\*\*] Page 11/12

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**IAE A321 NEO PERFORMANCE GUARANTEE**

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For information only, at the time of the Agreement, the Operating Weight Empty of the Aircraft with a 237 seat layout (ref. 321-25.49754) for the purpose of the mission guarantees defined in Clause 3 above is as follow:

[\*\*\*]

Letter Agreement No. 3 - 3.2. A321neo / IAE

[\*\*\*] Page 12/12

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Letter Agreement No. 4 to  
A320 Neo Family Purchase Agreement

As of December 20, 2019

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: [\*\*\*]

Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered an A320 NEO Family Purchase Agreement, dated as of the date hereof (the "**Agreement**"). The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 4 (this "**Letter Agreement**") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

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1. [\*\*\*]

2. [\*\*\*]

3. [\*\*\*]

4. [\*\*\*]

**5. ASSIGNMENT**

[\*\*\*]

**6. MISCELLANEOUS**

The provisions of Clauses 22.5, 22.8 and 20.13 of the Agreement are incorporated herein by reference and made a part hereof as though set forth in full herein.

[\*\*\*] Letter Agreement No. 4

PRIVILEGED AND CONFIDENTIAL

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

[SIGNATURE PAGE FOLLOWS]

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[\*\*\*] Letter Agreement No. 4  
PRIVILEGED AND CONFIDENTIAL

---

Very truly yours,  
AIRBUS S.A.S.  
By: /s/ Benoit de Saint-Exupery

---

Its: Senior Vice President, Contracts

Accepted and agreed,

SPIRIT AIRLINES, INC.

By: /s/ Scott M Haralson

Its: Senior Vice President and Chief Financial Officer

[\*\*\*] - Letter Agreement No. 4 December 2019

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Appendix A to Letter Agreement No. 4: A220-300 BSOF

[\*\*\*]

[\*\*\*] Letter Agreement No. 4  
PRIVILEGED AND CONFIDENTIAL

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Letter Agreement No. 5 to  
A320 Neo Family Purchase Agreement

As of December 20, 2019

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: [\*\*\*]

Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered an A320 NEO Family Purchase Agreement, dated as of the date hereof (the "**Agreement**"). The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 5 (this "**Letter Agreement**") certain additional terms and conditions regarding the purchase and sale of the Aircraft.

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Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1. [\*\*\*]

**2 ASSIGNMENT**

[\*\*\*]

**3. MISCELLANEOUS**

The provisions of Clauses 22.5, 22.8 and 22.13 of the Agreement are incorporated herein by reference and made a part hereof as though set forth in full herein.

[SIGNATURE PAGE FOLLOWS]

[\*\*\*] - Letter Agreement No. 5 December 2019

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Benoit de Saint-Exupery

Name: Benoit de Saint-Exupery

---

Title: Senior Vice President, Contracts

Accepted and agreed,

SPIRIT AIRLINES, INC.

By:/s/ Scott M Haralson

Name: Scott M. Haralson

Title: Senior Vice President and Chief Financial Officer

[\*\*\*] - Letter Agreement No. 5 December 2019

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Letter Agreement No. 6 to  
A320 Neo Family Purchase Agreement

As of December 20, 2019

s, Inc.  
tive Way  
r, Florida 33025

]

and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer") and AIRBUS S.A.S. (the "Seller") have entered an A320 NEO Family Purchase Agreement, dated as of the date hereof (the "Agreement"). The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 6 (this "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, non-severable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

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1. [\*\*\*]

2. [\*\*\*]

3. [\*\*\*]

**5. ASSIGNMENT**

[\*\*\*]

**6. MISCELLANEOUS**

The provisions of Clauses 22.5, 22.8 and 20.13 of the Agreement are incorporated herein by reference and made a part hereof as though set forth in full herein.

[\*\*\*] - Letter Agreement No. 6 December 2019

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[SIGNATURE PAGE FOLLOWS]

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[\*\*\*] - Letter Agreement No. 6 December 2019

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Benoit de Saint-Exupery

Name: Benoit de Saint-Exupery

Title: Senior Vice President, Contracts

---

Accepted and agreed:

SPIRIT AIRLINES, INC.

By: /s/ Scott M Haralson

Name: Scott M. Haralson

Title: Senior Vice President and Chief Financial Officer

[\*\*\*] - Letter Agreement No. 6 December 2019

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Letter Agreement No. 7 to  
A320 Neo Family Purchase Agreement

As of December 20, 2019

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: [\*\*\*]

Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered an A320 NEO Family Purchase Agreement, dated as of the date hereof (the "**Agreement**"). The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 7 (this "**Letter Agreement**") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

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Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1      [\*\*\*]

2      [\*\*\*]

3      **ASSIGNMENT**

[\*\*\*]

**4. MISCELLANEOUS**

The provisions of Clauses 22.5, 22.8 and 20.13 of the Agreement are incorporated herein by reference and made a part hereof as though set forth in full herein.

[\*\*\*] Letter Agreement No. 7 1 - 4

PRIVILEGED AND CONFIDENTIAL

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[SIGNATURE PAGE FOLLOWS]

[\*\*\*] Letter Agreement No. 7 1 - 4

PRIVILEGED AND CONFIDENTIAL

---

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

---

AIRBUS S.A.S.

By: /s/ Benoit de Saint-Exupery

Its: Senior Vice President, Contracts

Accepted and agreed,

SPIRIT AIRLINES, INC.

By: /s/ Scott M Haralson

Its: Senior Vice President and Chief Financial Officer

[\*\*\*] - Letter Agreement No. 7 December 2019

---

Letter Agreement No. 8 to

A320 Neo Family Purchase Agreement

As of December 20, 2019

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: [\*\*\*]

Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "**Buyer**") and AIRBUS S.A.S. (the "**Seller**") have entered an A320 NEO Family Purchase Agreement, dated as of the date hereof (the "**Agreement**"). The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 8 (this "**Letter Agreement**") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the

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meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

## 1           **DEFINITIONS**

Clause 0 of the Agreement is amended to add the following defined terms:

**"Buyer Bank Account** - An account established in the Buyer's name at any bank, savings and loan or credit union chartered under the laws of the United States or any political subdivision thereof. The Buyer will provide written payment instructions, including the ABA routing number, SWIFT code, branch address and phone number of such institution, together with the account number of, and the account owner's name on, such account, not less than 30 days in advance of any payment due to the Buyer hereunder that the Buyer wishes the Seller to direct to such account. The Buyer hereby represents and warrants that it will be, at the time of such notice and of any such payment, the sole legal and beneficial owner of such account."

[\*\*\*]

[\*\*\*] - Letter Agreement No. 8 1 -7

PRIVILEGED AND CONFIDENTIAL

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2           [\*\*\*]

3           [\*\*\*]

4           [\*\*\*]

5           [\*\*\*]

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6            [\*\*\*]

7            [\*\*\*]

8            [\*\*\*]

**9            ASSIGNMENT**

[\*\*\*]

**10          MISCELLANEOUS**

The provisions of Clauses 22.5, 22.8 and 20.13 of the Agreement are incorporated herein by reference and made a part hereof as though set forth in full herein.

[SIGNATURE PAGE FOLLOWS]

[\*\*\*] - Letter Agreement No. 82 -7  
PRIVILEGED AND CONFIDENTIAL

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Benoit de Saint-Exupery

Its: Senior Vice President, Contracts

---

Accepted and agreed,

SPIRIT AIRLINES, INC.

By: /s/ Scott M Haralson

Its: Senior Vice President and Chief Financial Officer

[\*\*\*] - Letter Agreement No. 8 December 2019

---

[\*\*\*]

[\*\*\*] - Annex A to Letter Agreement No.8 to the Agreement

PRIVILEGED AND CONFIDENTIAL

Annex B to Letter Agreement No.8 to the Agreement

[\*\*\*]

[\*\*\*] Annex B to Letter Agreement No.8 to the Agreement

PRIVILEGED AND CONFIDENTIAL

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#### Annex C to Letter Agreement No.8 to the Agreement

[\*\*\*] - Annex C to Letter Agreement No.8 to the Agreement

PRIVILEGED AND CONFIDENTIAL

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Letter Agreement No. 9 to  
A320 Neo Family Purchase Agreement

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As of December 20, 2019

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: [\*\*\*]

Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer") and AIRBUS S.A.S. (the "Seller") have entered an A320 NEO Family Purchase Agreement, dated as of the date hereof (the "Agreement"). The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 9 (this "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1 [\*\*\*]

2 **ASSIGNMENT**

[\*\*\*]

**3. MISCELLANEOUS**

The provisions of Clauses 20.5, 20.8 and 20.13 of the Agreement are incorporated herein by reference and made a part hereof as though set forth in full herein.

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[SIGNATURE PAGE FOLLOWS]

[\*\*\*] Letter Agreement No. 9 1 - 3  
PRIVILEGED AND CONFIDENTIAL

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Benoit de Saint-Exupery

Name: Benoit de Saint-Exupery  
Title: Senior Vice President, Contracts

Accepted and agreed,

SPIRIT AIRLINES, INC.

By: /s/ Scott M Haralson

Name: Scott M. Haralson  
Title: Senior Vice President and Chief Financial Officer

[\*\*\*] Letter Agreement No. 9 December 2019

---

#### A320 FAMILY [\*\*\*] AGREEMENT

As of December 20, 2019

Ladies and Gentlemen:

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Spirit Airlines, Inc. ("Buyer"), and Airbus S.A.S. ("Seller"), have entered into an A320 Aircraft Family Purchase Agreement, dated as of the date hereof, (the "Agreement"). The Buyer and Seller have agreed to set forth in this A320 Family [\*\*\*] Agreement (this "[\*\*\*] Agreement") certain terms and conditions regarding [\*\*\*]

[\*\*\*]

Capitalized terms used herein and not otherwise defined in this [\*\*\*] Agreement shall have the meanings assigned thereto in the Agreement. The terms "herein", "hereof" and "hereunder" and words of similar import refer to this [\*\*\*] Agreement.

**1. [\*\*\*]**

**2. [\*\*\*]**

**3. Assignment**

[\*\*\*]

**4. Miscellaneous Provisions**

All notices and requests required or authorized hereunder shall be given in writing either by personal delivery to an authorized officer of the party to whom the same is given or by commercial courier, express mail, certified air mail (return receipt requested) or facsimile at the addresses and numbers set forth below. The date on which any such notice or request is so personally delivered, or if such notice or request is given by commercial courier, express mail, certified air mail or facsimile, the date on which sent, provided that if such date is not a Business Day notice shall be deemed to have been received on the first following Business Day, shall be deemed to be the effective date of such notice or request.

Spirit - A320 Family [\*\*\*] Agreement [\*\*\*] 1 - 1

Confidential and Proprietary Information

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The Seller will be addressed at:

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Airbus S.A.S.  
Attention: Senior Vice President Contracts  
2, rond-point Emile Dewoitine  
31700 Blagnac, France

The Buyer shall be addressed at:

Spirit Airlines,  
2800 Executive Way,  
Miramar, Florida 33025, U.S.A.  
Attention: Treasury team

From time to time, the party receiving the notice or request may designate another address or another person.

The failure of either party to enforce at any time any of the provisions of this Agreement, to exercise any right herein provided or to require at any time performance by the other party of any of the provisions hereof shall in no way be construed to be a present or future waiver of such provisions nor in any way to affect the validity of this Agreement or any part hereof or the right of the other party thereafter to enforce each and every such provision. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

#### ION AND LAW

THIS [\*\*\*] AGREEMENT WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Each of the Seller and the Buyer (i) hereby irrevocably submits itself to the nonexclusive jurisdiction of the courts of the state of New York, New York County, or the United States District Court for the Southern District of New York, for the purposes of any suit, action or

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other proceeding arising out of this [\*\*\*] Agreement, the subject matter hereof or any of the transactions contemplated hereby brought by any party or parties hereto, and (ii) hereby

Spirit - A320 Family [\*\*\*] Agreement [\*\*\*] 1 - 2

Confidential and Proprietary Information

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waives, and agrees not to assert, by way of motion, as a defense or otherwise, in any such suit, action or proceeding, to the extent permitted by applicable law, any defense based on sovereign or other immunity or that the suit, action or proceeding which is referred to in clause (i) above is brought in an inconvenient forum, that the venue of such suit, action or proceeding is improper, or that this [\*\*\*] Agreement or the subject matter hereof or any of the transactions contemplated hereby may not be enforced in or by these courts. THE PARTIES HEREBY ALSO AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS TRANSACTION.

The Buyer for itself and its successors and assigns hereby designates and appoints he Secretary of the Buyer duly elected from time to time as its legal agent and attorney-in-fact upon whom all processes against the Buyer in any suit, action or proceeding in respect of any matter as to which it has submitted to the above jurisdiction may be served with the same effect as if the Buyer were a corporation organized under the laws of the State of New York and had lawfully been served with such process in such state, it being understood that such designation and appointments will become effective without further action on the part of the Buyer or its Corporate Secretary.

The assumption in preceding paragraph made for the purpose of effecting the service of process will not affect any assertion of diversity by either party hereto initiating a proceeding in the New York Federal Courts or seeking transfer to the New York Federal Courts on the basis of diversity.

Service of process in any suit, action or proceeding in respect of any matter as to which the Seller or the Buyer has submitted to the above jurisdiction may be made on the Seller by delivery of the same personally or by dispatching the same via Federal Express, UPS, or similar international air courier service prepaid to, CT Corporation, New York City offices as agent for the Seller, it being agreed that service upon CT Corporation will constitute valid service upon the Seller or by any other method authorized by the laws of the State of New York, and (ii) may be made on the Buyer by delivery of the same personally or by dispatching the same by Federal Express, UPS, or similar international air courier service

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prepaid, return receipt requested to: Corporate Secretary, Spirit Airlines, Inc. at 2800 Executive Way, Miramar, FL 33025, or by any other method authorized by the laws of the State of New York; provided in each case that failure to deliver or mail such copy will not affect the validity or effectiveness of the service of process.

EACH OF THE PARTIES HERETO WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS [\*\*\*] AGREEMENT AND FOR ANY COUNTERCLAIM OR CROSS-CLAIM THEREIN.

Spirit - A320 Family [\*\*\*] Agreement [\*\*\*] 1 - 3

Confidential and Proprietary Information

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Payment Currency

[\*\*\*]

If any provision of this [\*\*\*] Agreement should for any reason be held ineffective, the remainder of this [\*\*\*] Agreement shall remain in full force and effect. To the extent permitted by applicable law, each party hereto hereby waives any provision of law that renders any provision of this [\*\*\*] Agreement prohibited or unenforceable in any respect.

Ent

This [\*\*\*] Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written. This [\*\*\*] Agreement shall not be amended or modified except by an instrument in writing of even date herewith or subsequent thereto executed by both parties or by their fully authorized representatives.

Presentations of the Parties

Presentations

The Buyer represents and warrants to the Seller:

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- (i) the Buyer is a corporation organized and existing in good standing under the laws of the State of Delaware and has the corporate power and authority to enter into and perform its obligations under this [\*\*\*] Agreement;
- (ii) neither the execution and delivery by the Buyer of this [\*\*\*] Agreement, nor the consummation of any of the transactions by the Buyer contemplated thereby, nor the performance by the Buyer of the obligations thereunder, constitutes a breach of any agreement to which the Buyer is a party or by which its assets are bound;
- (iii) this [\*\*\*] Agreement has been duly authorized, executed and delivered by the Buyer and constitutes the legal, valid and binding obligation of the Buyer enforceable against the Buyer in accordance with its terms.

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Spirit - A320 Family [\*\*\*] Agreement [\*\*\*] 1 - 4

Confidential and Proprietary Information

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The Seller represents and warrants to the Buyer:

- (i) the Seller is organized and existing in good standing under the laws of the Republic of France and has the corporate power and authority to enter into and perform its obligations under the [\*\*\*] Agreement;
  - (ii) neither the execution and delivery by the Seller of this [\*\*\*] Agreement, nor the consummation of any of the transactions by the Seller contemplated thereby, nor the performance by the Seller of the obligations thereunder, constitutes a breach of any agreement to which the Seller is a party or by which its assets are bound;
-

(iii) this [\*\*\*] Agreement has been duly authorized, executed and delivered by the Seller and constitutes the legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms.

## **6. Confidentiality**

Subject to any legal or governmental requirements of disclosure, the parties (which for this purpose shall include their employees, and legal counsel) shall maintain the terms and conditions of this [\*\*\*] Agreement and any reports or other data furnished hereunder strictly confidential. Without limiting the generality of the foregoing, the Buyer shall use its best efforts to limit the disclosure of the contents of this [\*\*\*] Agreement to the extent legally permissible in (i) any filing required to be made by the Buyer with any governmental agency and shall make such applications as shall be necessary to implement the foregoing, and (ii) any press release concerning the whole or any part of the contents and/or subject matter hereof or of any future addendum hereto. With respect to any public disclosure or filing, the Buyer agrees to submit to the Seller a copy of the proposed document to be filed or disclosed and shall give the Seller a reasonable period of time in which to review said document. The Buyer and the Seller shall consult with each other prior to the making of any public disclosure or filing, permitted hereunder, of this [\*\*\*] Agreement or the terms and conditions thereof. Subject to confidentiality agreements obtained by the Seller from the party to whom disclosure is to be made, the Seller will be entitled [\*\*\*]

## **7. Survival**

The provisions of paragraph 6 and [\*\*\*] paragraph 1 will survive any termination of this [\*\*\*] Agreement.

[SIGNATURE PAGE FOLLOWS]

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Spirit - A320 Family [\*\*\*] Agreement [\*\*\*] 1 - 5

Confidential and Proprietary Information

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

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Very truly yours,

**Airbus S.A.S.**

By: /s/ Benoit de Saint-Exupery

Name: Benoit de Saint-Exupery

Title: Senior Vice President, Contracts

Accepted and Agreed:

**Spirit Airlines, Inc.**

By: /s/ Scott M Haralson

Name: Scott M. Haralson

Title: Senior Vice President and Chief Financial Officer

2019 A320 Family [\*\*\*] Agreement

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[\*\*\*] Agreement No. 1

December 20, 2019

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, FL 33025

Re: A320 FAMILY [\*\*\*]AGREEMENT

Ladies and Gentlemen:

Spirit Airlines, Inc. (the "Buyer") and Airbus S.A.S. (the "Seller") have entered into the A320 Family [\*\*\*] Agreement dated as of the date hereof (the "[\*\*\*]"). The Buyer and Seller have agreed to set forth in this Letter Agreement (this "Letter Agreement") certain additional terms and conditions regarding the [\*\*\*] of the Aircraft provided for under the [\*\*\*]. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the [\*\*\*]. The terms "herein", "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

---

[\*\*\*]

[SIGNATURE PAGE FOLLOWS]

Spirit - A320 Family [\*\*\*] Agreement [\*\*\*] 1 - 1

Confidential and Proprietary Information

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to Airbus S.A.S.

Very truly yours,

AIRBUS S.A.S.

Name: /s/ Benoit de Saint-Exupery

Title Senior Vice President, Contracts

Acknowledged and accepted:

SPIRIT AIRLINES, INC.

Name: /s/ Scott M Haralson

Title: Senior Vice President and Chief Financial Officer

Spirit - A320 Family [\*\*\*] Agreement 1

Confidential and Proprietary Information

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

**EXECUTION VERSION**

**AMENDED AND RESTATED**

**V2500®**

**GENERAL TERMS OF SALE**

**BETWEEN**

**IAE INTERNATIONAL AERO ENGINES AG**

**AND**

**SPIRIT AIRLINES, INC.**

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## **TABLE OF CONTENTS**

- 1. Definitions 5
  - 2. Installed and Spare Engine Purchase Commitments 6
    - 2.1 Agreement to Purchase Aircraft from Airbus 6
    - 2.2 Agreement to Purchase Spare Engines from IAE 6
    - 2.3 Type Approval and Changes in Specification 6
    - 2.4 Inspection and Acceptance 7
    - 2.5 Delivery, Shipping, Title and Risk of Loss or Damage 8
    - 2.6 Price 8
    - 2.7 Payment 8
  - 3. Spare Parts Provisions 9
    - 3.1 Intent and Term 9
    - 3.2 ATA Standards 10
    - 3.3 Stocking of Spare Parts 10
    - 3.4 Lead Times 10
    - 3.5 Ordering Procedure 11
    - 3.6 Modifications to Spare Parts 11
    - 3.7 Inspection 11
    - 3.8 Delivery and Packing 12
    - 3.9 Prices 12
    - 3.10 Payment 13
    - 3.11 Conflict 13
  - 4. Warranties, Guarantees and Liabilities 14
  - 5. Product Support Services 16
  - 6. Miscellaneous 17
    - 6.1 Delay in Delivery 17
    - 6.2 Patents 18
-

6.3 Credit Reimbursement and Right of Setoff	18
6.4 Non-Disclosure and Non-Use	18
6.5 Taxes	19
6.6 Amendment	19
6.7 Assignment	19
6.8 Exhibits	19
6.9 Headings	20
6.10 Governing Law and Forum	20
6.11 Compliance with All Applicable Laws and Regulations	20
6.12 Notices	20
6.13 Exclusion of Other Provisions and Previous Understandings	21
6.14 Conditions Precedent	21
6.15 Termination Events	21
6.16 Effect of Termination	23
6.17 No Construction Against Drafter	23

Page 2 of 2

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Exhibit A Contract Specifications 25

- Exhibit A-1 V2524-A5 Turbofan Engine Model Specification 25
- Exhibit A-2 V2527-A5 Turbofan Engine Model Specification 25
- Exhibit A-3 V2533-A5 Turbofan Engine Model Specification 25

Exhibit B Schedules 26

- Exhibit B-1 Aircraft Delivery Schedule 27
- Exhibit B-2 Spare Engine Price and Delivery 28
- Exhibit B-3 Escalation Formula 29

Exhibit C Product Support Plan 30

Exhibit D Warranties 47

[\*\*\*]

Exhibit E Guarantees 48

[\*\*\*]

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THIS CONTRACT is made this 1st day of October, 2013, (this "Contract"),  
BETWEEN

IAE INTERNATIONAL AERO ENGINES AG

a joint stock company organized and existing under the laws of Switzerland, with a place of business at 400 Main Street, M/S 121-10, East Hartford, Connecticut 06108, USA, (hereinafter called "IAE") and

SPIRIT AIRLINES, INC.

a corporation organized and existing under the laws of Delaware, whose principal place of business is at 2800 Executive Way, Miramar, Florida 33025 (hereinafter called "Spirit").

**WHEREAS:**

- A. As of the date hereof, (i) Spirit has acquired or has firmly ordered an aggregate of forty (40) new Airbus A320 family aircraft, all powered by, or to be powered by, V2500-A5 engines, (ii) Spirit has acquired or firmly ordered an aggregate of eleven (11) new V2500-A5 spare engines from IAE all of which are or will be operated by Spirit and (iii) Spirit has the option to purchase four (4) additional new V2500-A5 spare engines from IAE
- B. IAE and Spirit have entered into a V2500® General Terms of Sale dated March 1, 2005, as amended from time to time, including all side letters and amendments thereto, for the provision of V2500-A5 engines, modules, spare parts, tools, equipment, and product support services for the support and operation of certain V2500-A5 engines (the "2005 GTA");
- C. Spirit and IAE subsequently signed the V2500 Propulsion System and FHA Proposal dated October 27, 2006, as amended from time to time, including all side letters and amendments thereto, which outlines the financial support and support services for Spirit's then-incremental order for A320 family aircraft powered by V2500-A5 engines and order for V2500-A5 spare engines (the "2006 Proposal");
- D. IAE and Spirit have entered into a V-Services™ Fleet Hour Agreement dated October 1, 2013 for the provision of certain off-wing maintenance for the V2500-A5 engines operated by Spirit (the "Fleet Hour Agreement");

- E. IAE and Spirit hereby agree to amend and restate the 2005 GTA in its entirety to incorporate the provisions contained in the 2006 Proposal; and
- F. IAE and Spirit now wish to agree upon terms whereby IAE will supply to Spirit V2500 engines, modules, spare parts, special tools, ground equipment, and product support services for the support and operation of the V2500 Engines.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

Page 4 of 4

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**1. Definitions**

In this Contract unless the context otherwise requires:

- 1.1 "Aircraft" shall mean the forty (40) new Airbus A320 family aircraft powered by new Engines firmly ordered (including nineteen (19) A320 family aircraft already delivered as of the date of the Contract) and being acquired by Spirit from Airbus for delivery as set forth in Exhibit B-1 to this Contract.
  - 1.2 "Airbus" shall mean Airbus SAS, with its principal place of business at 1, Rond Point Maurice Bellonte, 31707 Blagnac Cedex, France, together with its successors and assigns.
  - 1.3 "Certification Authority" shall mean the United States Federal Aviation Administration.
  - 1.4 "Change Order" shall have the meaning set forth in Section 2.3.1 hereto.
  - 1.5 "Engine(s)" shall mean the IAE V2500 aero engine described in the applicable Specification(s).
  - 1.6 "Initial Provisioning" shall mean the establishment by Spirit of an initial stock of Spare Parts, Support Equipment, and Vendor Parts.
  - 1.7 "Initial Provisioning Data" shall mean information supplied by IAE to Spirit for Initial Provisioning purposes.
  - 1.8 "Initial Provisioning Orders" shall mean orders for Spare Parts and Support Equipment for the purpose of Initial Provisioning.
-

- 1.9     "Lead Time" shall mean the period specified in the Spare Parts Catalog that represents the minimum time required between acceptance by IAE of an order by Spirit for Spare Parts and commencement of delivery of such Spare Parts.
- 1.10    "Service Bulletins" shall mean those service bulletins containing advice and instructions issued by IAE to Spirit from time to time in respect of Engines.
- 1.11    "Spare Engines" shall mean the Firm Spare Engines as defined in Section 2.2.1 and any additional new Spare Engines to be purchased in accordance with Section 2.2.2.
- 1.12    "Spare Parts" shall mean spare parts for Engines as identified in the Spare Parts Catalog, excluding the items listed in the Specification as being items of supply by Spirit.
- 1.13    "Spare Parts Catalog" shall mean the catalog published by IAE from time to time providing a description, Lead Time and price for Spare Parts available for purchase from IAE.
- 1.14    "Specification(s)" shall mean the IAE Engine Specification(s) set forth in Exhibit A to this Contract, as the same may be amended, supplemented and/or updated from time to time.
- 1.15    "Supplies" shall mean V2500 engines, Spare Parts, Vendor Parts, and Support Equipment.
- 1.16    "Support Equipment" shall mean tools, and all equipment (including handling, transportation and ground equipment) to be supplied pursuant to this Contract for use with the Aircraft and not for installation on the Aircraft. Support Equipment does not constitute Spare Parts.

Page 5 of 5

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- 1.17    "Vendor Parts" shall mean parts not manufactured by IAE, including accessories, described as "Vendor Parts" in Initial Provisioning Data. Vendor Parts do not constitute Spare Parts.

## **2. Installed and Spare Engine Purchase Commitments**

### **2.1 Agreement to Purchase Aircraft from Airbus**

Spirit agrees to purchase the Aircraft from Airbus powered by new Engines for delivery according to the schedule set forth in Exhibit B-1 to this Contract and agrees with IAE that Spirit will accept delivery of the

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Aircraft according to the schedule set forth in Exhibit B-1 to this Contract, as the same may be amended, supplemented and/or updated from time to time.

**2.2 Agreement to Purchase Spare Engines from IAE**

- 2.2.1 Spirit hereby places a firm order with IAE for the purchase of eleven (11) new spare Engines (including eight (8) new spare Engines that have already been delivered as of the date of the Contract) (the "Firm Spare Engines") for delivery according to the schedule set forth in Exhibit B-2 to this Contract, as the same may be amended, supplemented and/or updated from time to time.
- 2.2.2 Spirit, at its option, may also purchase and place up to four (4) additional new Spare Engines (the "Option Spare Engines") on firm order with IAE, provided that Spirit gives written notice to IAE at least [\*\*] prior to the delivery date for each such Option Spare Engine as set forth in Exhibit B-2, as the same may be amended, supplemented and/or updated from time to time. IAE and Spirit shall promptly amend this Contract to revise Exhibit B-2 to reflect the firm order of Option Spare Engines from IAE.
- 2.2.3 Except as otherwise set forth in the following paragraph, Spirit agrees to purchase an Engine storage bag and transportation stand from IAE for delivery with each Spare Engine. The prices for such equipment are set forth in Exhibit B-2.

In the event that Spirit elects not to purchase a storage bag and transportation stand from IAE for delivery with any Spare Engine, those Spare Engines for which this equipment is to be provided as Spirit furnished equipment shall be identified as such in Exhibit B-2 and Spirit shall provide such equipment to IAE at least [\*\*] prior to the scheduled delivery date of the applicable Spare Engine(s). If for any reason Spirit has not delivered such equipment to IAE at least [\*\*] prior to the scheduled delivery date of any applicable Spare Engine, then Spirit shall purchase such equipment from IAE at the prices set forth in Exhibit B-2.

**2.3 Type Approval and Changes in Specification**

- 2.3.1 The Spare Engines will be manufactured to the standards set forth in the Specification. After the date of this Contract, the Spare Engines may be varied from the standards set forth in the Specification and other IAE manufacturing specifications from time to time by written change orders (each a "Change Order"), which shall set forth in detail:
- (a) The changes to be made in the Spare Engines; and

- (b) The effect (if any) of such changes on the Specification (including but not limited to performance and weight), on interchangeability of the Spare Engines in the airframe, on prices and on dates of delivery of the Spare Engines.

Change Orders shall not be binding on either party until signed by IAE and Spirit but upon being so signed shall constitute amendments to this Contract.

- 2.3.2 IAE may make any changes in the Spare Engines that do not adversely affect the Specification (including but not limited to performance and weight), interchangeability of the Spare Engines in the airframe, prices or dates of delivery of the Spare Engines. In the case of such permitted changes, a Change Order shall not be required or if issued shall not be binding until signed by IAE and Spirit.

- 2.3.3 At the time of delivery of the Spare Engines there is to be in existence an FAA-issued "Type Approval Certificate" for the Spare Engines in accordance with the provisions of the Specification.

- 2.3.4 The Specification has been drawn with a view to the requirements of the Certification Authority and the official interpretations of such requirements in existence at the date of this Contract (such requirements and interpretations being hereinafter referred to as "Current Rules"). Subject to Section 2.3.2 above, IAE and Spirit agree that they will execute an appropriate Change Order in respect of any change required to the Spare Engines to enable such Spare Engines to conform to the requirements of the Certification Authority and the official interpretations of such requirements in force at the date of delivery of such Spare Engines.

- 2.3.5 The price of any Change Order is to be paid by IAE in the case of changes required to conform to the Current Rules and by Spirit in any other case.

2.4 **Inspection and Acceptance**

- 2.4.1 IAE shall ensure that Spare Engines conform to the Specification through the maintenance of procedures, systems and records approved by the Certification Authority. An FAA-issued "Authorized Release Certificate" (FAA Form 8130-3, Airworthiness Approval Tag) or "Certificate of Conformity" (as the case may be) will be issued and signed by personnel authorized for such purposes.
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2.4.2 Upon delivery pursuant to Section 2.5.1 below and the issue of an "Authorized Release Certificate" (FAA Form 8130-3, Airworthiness Approval Tag) or a Certificate of Conformity pursuant to Section 2.4.1 above and IAE's representation that the Engine storage bag and transportation stand, if purchased, conforms to the applicable purchase order, Spirit shall be deemed to have accepted the Spare Engines (and Engine storage bag and transportation stand, if purchased from IAE), and that the Spare Engines conform to the Specification. Spirit's acceptance will, however, in no way prejudice its valid warranties and support rights under this Contract or the Fleet Hour Agreement. IAE shall, upon written request from Spirit and subject to the permission of the appropriate governmental authorities, arrange for Spirit to have reasonable access to the appropriate premises in order to examine the Spare Engines prior to the issue of conformance documentation and to witness Engine acceptance tests.

Page 7 of 7

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2.4.3 If Spirit refuses, is unable to accept, or otherwise hinders delivery of any Spare Engine that satisfies the requirements set forth herein, Spirit shall nevertheless pay or cause IAE to be paid therefore as if, for the purposes of payment only, the Spare Engines had been delivered.

2.4.4 In any of the cases specified in Section 2.4.3 above, Spirit shall also pay to IAE such reasonable sum as IAE shall require in respect of storage, maintenance and insurance of those Spare Engines.

2.5 **Delivery, Shipping, Title and Risk of Loss or Damage**

2.5.1 Provided Spirit has made payment in accordance with Section 2.7 below, IAE will deliver the Spare Engines (and Engine storage bag and transportation stand, if purchased from IAE), at its option, either Ex-Works (INCOTERMS 2000) Connecticut, United States of America or Ex-Works (INCOTERMS 2000) Dahlewitz, Germany, in accordance with the delivery schedule set out in Exhibit B-2 to this Contract.

2.5.2 Upon such delivery, title to and risk of loss of or damage to the Spare Engines (and Engine storage bag and transportation stand, if purchased from IAE) shall pass to Spirit.

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2.5.3 Spirit will notify IAE at least thirty (30) days before the scheduled time for delivery of the Spare Engines of its instructions as to the marking and shipping of the Spare Engines.

2.6 **Price**

The purchase price for each of the Spare Engines shall be the unit base price set forth in Exhibit B-2 to this Contract, amended pursuant to Section 2.3 above, if applicable, and escalated in accordance with the escalation formula contained in Exhibit B-3 to this Contract. The purchase price for the Engine storage bag and transportation stand, if purchased from IAE, shall be the current IAE price in effect at the time of Spare Engine delivery.

2.7 **Payment**

2.7.1 Spirit will make payment for Spare Engines (and Engine storage bag and transportation stand, if purchased from IAE) in United States Dollars as follows:

- (a) [\*\*\*] before the scheduled delivery of each of the Spare Engines, Spirit shall pay to IAE a non-refundable payment of [\*\*\*] of the Estimated Purchase Price of such Spare Engine.
- (b) [\*\*\*] before the scheduled delivery of each of the Spare Engines, Spirit shall pay to IAE a non-refundable payment of [\*\*\*] of the Estimated Purchase Price of such Spare Engine.
- (c) Immediately prior to the delivery of each of the Spare Engines, Spirit shall pay to IAE the balance of the escalated purchase price of such Spare Engine, plus the purchase price of the Engine storage bag and transportation stand, if purchased from IAE.

Page 8 of 8

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2.7.2 IAE shall have the right to require Spirit to make additional payments in respect of price changes arising from the provisions of Section 2.3 above on a similar basis to that specified in Section 2.7.1 above.

2.7.3 Spirit shall pay the full amount of payments falling due under this Section 2.7, without any withholding or deduction whatsoever.

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2.7.4 All payments under this Section 2.7 shall be made by wire transfer and shall be deposited not later than the due date of payment with:  
[\*\*\*]

or such other account in the United States as notified from time to time by IAE.

2.7.5 For the purpose of this Section 2.7 "payment" shall only be deemed to have been made to the extent cleared or good value funds are received in the numbered IAE bank account specified in Section 2.7.4 above or as otherwise notified to Spirit in writing by IAE.

2.7.6 If Spirit fails to make any payment pursuant to this Section 2 on or before the date when such payment is due, then, without prejudice to any of IAE's other rights, IAE will (a) be entitled to charge interest on the overdue amount, at the rate equal to the greater of [\*\*\*] per annum or the New York Citibank prime rate plus [\*\*\*] per annum, from the date such payment was due to the date such payment is made and (b) have the right (but not the obligation) to suspend work on the manufacture of Spare Engines pending the remedy of such failure and to reschedule the date of delivery of such Spare Engines following the cure of such failure. Notwithstanding the foregoing, Spirit shall not be liable for interest in respect of any overdue amount which is being contested in good faith.

2.7.7 For the purpose of this Section 2.7, the "Estimated Purchase Price" of any of the Spare Engines shall be calculated in accordance with the following formula:

[\*\*\*]  
where:  
[\*\*\*]

3. **Spare Parts Provisions**

3.1 **Intent and Term**

3.1.1 For as long as Spirit owns and operates one or more Aircraft in regular commercial service and is not in breach of any material obligation to IAE under this Contract, IAE shall use commercially reasonable efforts to make available adequate supplies of Spare Parts for sale to Spirit under this Contract. In consideration thereof, except as otherwise provided under Section 3.1.2 below, Spirit shall buy from IAE, and IAE shall sell to Spirit, all of Spirit's requirements of the following:

(a) Spare Parts and Support Equipment necessary to support Spirit's operation of the Aircraft; and

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- (b) Vendor Parts for which direct supply arrangements between the manufacturers of such Vendor Parts and Spirit cannot be reasonably established. Spirit shall notify IAE in writing not less than the greater of (i) the lead time of the vendor as specified in the respective vendor manual or (ii) three (3) months before scheduled delivery requested by Spirit that Spirit intends to purchase such Vendor Parts from IAE.

In an emergency or upon the reasonable request of Spirit, IAE may sell to Spirit Vendor Parts which it is not obligated to sell under this Contract, but which it has in stock or otherwise has reasonably available to it in current inventory.

3.1.2 Purchase by Spirit from Others

[\*\*\*]

3.2 ATA Standards

The parties to this Contract shall comply with the requirements of shipping procedures outlined in ATA Specifications 2000 and 300, provided that the parties shall be entitled to negotiate reasonable changes in those procedures or requirements of the specifications that, if complied with exactly, would result in an undue operating burden or unnecessary economic penalty.

3.3 Stocking of Spare Parts

As soon as reasonably possible after receipt of IAE's request, Spirit shall provide IAE with information reasonably required to enable IAE to plan and organize the manufacture and stocking of Spare Parts.

3.4 Lead Times

3.4.1 IAE shall endeavor to deliver replenishment Spare Parts within the Lead Time specified in the IAE Spare Parts Catalog, except for certain major Spare Parts that are designated in the Spare Parts Catalog as being available at prices and lead times to be quoted upon request. Support Equipment and Vendor Parts are available at prices and lead times to be quoted upon request.

3.4.2 If any order for replenishment Spare Parts shall call for a quantity materially in excess of Spirit's normal requirements, IAE shall notify Spirit and may request a special delivery schedule. If Spirit confirms that the full quantity ordered is required, delivery of the order shall be effected at delivery dates mutually acceptable to IAE and Spirit and the Lead Times provided by this Section shall not apply.

3.4.3 In an emergency, IAE shall use its reasonable efforts to deliver all Spare Parts within the time limits specified by Spirit. IAE will provide notice of the action to be taken on such orders within the following time periods from IAE's receipt of such notice and based on the type of order:

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- (a) AOG (Aircraft on Ground) orders - within 4 hours;
- (b) Critical (imminent AOG or work stoppage) - within 24 hours;
- (c) Expedited (less than published or quoted lead time) - within 7 days.

Page 10 of 10

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### 3.5 **Ordering Procedure**

- 3.5.1 Orders for Spare Parts and Support Equipment may be placed by Spirit from time to time on an as-needed basis. Spirit shall give IAE as much notice as practicable of any change in its operation, including, but not limited to, changes in maintenance or overhaul arrangements affecting its requirements of Spare Parts, Support Equipment and including Vendor Parts.
- 3.5.2 IAE shall promptly acknowledge receipt of each order for Spare Parts in accordance with ATA Specification 2000 procedure. Unless qualified, such acknowledgment, subject to variation in accordance with Section 3.4.2 above, shall constitute an acceptance of the order under the terms of this Contract.
- 3.5.3 Standard package quantities shall be delivered and packed in accordance with the Spare Parts Catalog.

### 3.6 **Modifications to Spare Parts**

- 3.6.1 IAE shall be entitled to make modifications or changes to the Spare Parts ordered by Spirit hereunder provided that the modification has received the approval of the Certification Authority and modified Spare Parts shall be substituted for Spare Parts ordered. IAE shall promptly inform Spirit by means of Service Bulletins when such modified Spare Parts (or Spare Parts introduced by a repair scheme) become available for supply hereunder. Notification of such availability shall be given to Spirit before delivery.
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- 3.6.2 Modified Spare Parts shall be substituted for Spare Parts ordered unless the modifications stated in Service Bulletins in the recommended or optional category are considered by Spirit to be unacceptable and Spirit so states in writing to IAE within ninety (90) days of the transmittal date of the applicable Service Bulletin, in which case Spirit shall be entitled to place a single order for Spirit's anticipated total requirement of pre-modified Spare Parts, at a price and delivery schedule to be agreed.
- 3.6.3 Unless Spirit notifies IAE in writing under the provisions of Section 3.6.2 above, IAE may supply at the expense of Spirit a modification of any Spare Part ordered (including any additional Spare Part needed to ensure interchangeability), provided that the modification has received the approval of the Certification Authority. The delivery of such Spare Parts shall begin on dates indicated by the applicable Service Bulletin. The delivery schedule shall be agreed at the time when orders for modifications are accepted by IAE.

3.7 **Inspection**

- 3.7.1 Conformance to the Specification of Spare Parts purchased hereunder will be assured by IAE through the maintenance of procedures, systems and records approved by the Certification Authority. Conformance documentation will be issued by IAE to Spirit and signed by IAE personnel authorized for such purpose.
- 3.7.2 Conformance of Support Equipment and Vendor Parts purchased pursuant to this Section 3 will be assured by IAE conformance documentation and/or Vendor conformance documentation, as applicable.

Page 11 of 11

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- 3.7.3 Upon the issuance of conformance documentation in accordance with Sections 3.7.1 or 3.7.2 above and delivery in accordance with Section 3.8.1 below, Spirit shall be deemed to have accepted the applicable Spare Parts, Support Equipment, and Vendor Parts, and that they conform to the applicable specification without prejudice to any of Spirit's warranty and support rights under this Contract or any other right of Spirit under applicable law.

3.8 **Delivery and Packing**

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- 3.8.1 IAE shall deliver Spare Parts, Support Equipment and Vendor Parts if such parts are purchased from IAE pursuant to this Section 3, Ex-Works (INCOTERMS 2000) the point of manufacture. Shipping documents and invoices shall be in accordance with ATA Specification 2000.
- 3.8.2 Upon such delivery as described in Section 3.8.1, title to and risk of loss of or damage to the Spare Parts, Support Equipment, and Vendor Parts shall pass to Spirit.
- 3.8.3 In accordance with ATA Specification 2000 requirements, Spirit shall advise IAE at time of order of its instructions as to the marking and shipping of the Spare Parts, Support Equipment and Vendor Parts.
- 3.8.4 The packaging of Spare Parts, Support Equipment, and Vendor Parts shall be in accordance with ATA Specification 300 Category 2 standard, unless deviations are otherwise agreed pursuant to Section 3.2 and shall be free of charge to Spirit. Category 1 standard packaging, if required by Spirit, shall be paid for by Spirit.

### 3.9 **Prices**

- 3.9.1 Prices of all Spare Parts, Support Equipment, and Vendor Parts shall be quoted in U.S. Dollars, in the Spare Parts Price Catalog, or Initial Provisioning Data, or in individual quotations. Such prices shall represent net unit prices, Ex-Works (INCOTERMS 2000), IAE point of manufacture according to Section 3.8.1 above.
- Prices and Lead Times in the Spare Parts Price Catalog or by individual quotations are valid for the time period as listed in the Spare Parts Catalog or as shown in the quotation.
- 3.9.2 Prices applicable to each order placed by Spirit hereunder shall be the prices in effect at the time of such order according to the terms of the Spare Parts Price Catalog.
- 3.9.3 IAE may from time to time adjust its prices for Spare Parts and Support Equipment upon not less than ninety (90) days prior written notice to Spirit. Any individual price errors in the calculation of prices may be corrected in good faith without advance notice to Spirit.
- 3.9.4 On request by Spirit, prices of Spare Parts, Support Equipment, or other materials not included in the Spare Parts Price Catalog shall be quoted within a reasonable time by IAE.

### 3.10 **Payment**

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- 3.10.1 Payment for all purchases of Spare Parts, Support Equipment, and Vendor Parts under this Section 3 shall be made by Spirit to IAE [\*\*\*].  
Payment for any other invoices arising under this Contract shall be made by Spirit to IAE [\*\*\*].
- 3.10.2 Spirit undertakes that IAE shall receive payment in U.S. Dollars of the full amount of payments falling due under this Section 3.10, without any withholding or deduction whatsoever.
- 3.10.3 All payments under this Section 3.10 shall be made by wire transfer to, and shall be deposited not later than the due date of payment with:  
[\*\*\*]  
or such other account in the United States as otherwise notified from time to time by IAE in writing to Spirit.
- 3.10.4 For the purpose of this Section 3.10, payment shall only be deemed to have been made to the extent immediately available funds are received in the account specified in sub-Section 3.10.3 above or as otherwise notified by IAE in accordance with the terms of this Contract.
- 3.10.5 Notwithstanding Section 3.10.1 above, payments for all purchases of Spare Parts, Support Equipment and Vendor Parts shall be due from Spirit upon delivery, or at IAE's option prior to delivery of such items upon the occurrence of any of the following events: (a) a receiver or trustee is appointed for any of Spirit's property, or (b) Spirit is adjudicated or voluntarily becomes a bankrupt under any bankruptcy or winding up laws or other similar legislation, or (c) Spirit becomes insolvent or makes an assignment for the benefit of creditors, or (d) Spirit fails to make payment to IAE in accordance with any of Spirit's material obligations to IAE under this Contract or any other agreement with IAE, or (e) is in material default under any section of this Contract after receipt of written notice of such default and the expiration of any applicable cure period in respect thereof.
- 3.10.6 If Spirit fails to make any payment for any Spare Parts, Support Equipment, or Vendor Parts on or before the date when such payment is due, then, without prejudice to any other rights set forth herein or under applicable law, IAE will be entitled to charge interest on the overdue amount, at the rate of the greater of [\*\*\*] or the New York Citibank prime rate plus [\*\*\*] per annum, from the date such payment was due to the date such payment is made. Notwithstanding the foregoing, Spirit shall not be liable for interest in respect of any overdue amount which is being contested in good faith.

### 3.11 **Conflict**

In the event of any conflict between the provisions of this Contract and the provisions of ATA Specifications 101, 2000 and 300, or purchase orders from Spirit the provisions of this Contract shall prevail.

## 4. **Warranties, Guarantees and Liabilities**

4.1 IAE warrants to Spirit that, at the time of delivery, the Supplies sold hereunder will be free of defects in material and manufacture, and will conform substantially to applicable specifications and the rules and regulations of the Certificating Authority. IAE's liability and

Page 13 of 13

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Spirit's remedies under this warranty are limited to the repair or replacement, at IAE's election, of Supplies or parts thereof returned to the place of manufacture in accordance with IAE's written shipping instructions and which are shown to IAE's reasonable satisfaction to have been defective; provided, that written notice of the defect shall have been given by Spirit to IAE within [\*\*\*] after the first operation or use of the Supplies (or if the Supplies are installed in Spirit Aircraft, [\*\*]) after the date of delivery of such Supplies by IAE to Spirit. Transportation charges for the return of Supplies to IAE pursuant to this Section 4.1 and their reshipment to Spirit and the risk of loss thereof will be borne by IAE only if the Supplies are returned in accordance with written shipping instructions from IAE and judged by IAE, acting reasonably, to have been defective at the time of delivery to Spirit.

4.2 In addition, IAE grants and Spirit accepts the following (all as set forth in Exhibit D, the "Warranties"):

[\*\*\*]

4.3 IAE also grants and Spirit accepts the following (all as set forth in Exhibit E, the "Guarantees"):

[\*\*\*]

4.4 The parties agree that the Warranties shall apply to any equipment that falls within the type of equipment covered by those Warranties, which are manufactured, supplied or inspected by IAE howsoever and whenever (whether before, on or after the date first above written) acquired by Spirit from whatsoever source including but not limited to any V2500 aero engines and any associated equipment therefor, and any parts for such engines and associated equipment that form part of any aircraft acquired from the manufacturer.

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- 4.5        [\*\*\*] It is not the intent, however, to duplicate benefits or remedies provided to Spirit by IAE or another source (e.g., another equipment manufacturer or lessor) as a result of the same event or cause. Therefore, notwithstanding the terms of the Warranties and Guarantees, Spirit agrees that it shall not be eligible to receive benefits or remedies from IAE if it stands to receive or has received duplicate benefits or remedies from IAE or another source as a result of the same event or cause. Furthermore, in no event shall IAE be required to provide duplicate benefits to Spirit and any other party (such as a leasing company) as a result of the same event or cause.
- 4.6        IAE and Spirit agree that the following provisions shall apply to each of the Guarantees, unless otherwise expressly set forth therein.

4.6.1      Definitions and General Conditions

All of the Definitions and General Conditions set forth in the V2500 Engine and Parts Service Policy shall apply to the Guarantees. Exclusions set forth in the General Conditions of the V2500 Engine and Parts Service Policy shall apply to the Guarantees.

4.6.2      Specific Conditions

- (a)        The rates and remedies in the Guarantees are predicated upon Spirit operating its Aircraft powered by Engines in accordance with the following operating conditions:
- (i)        An annual average flight cycle of: [\*\*\*] hours for V2524-A5 powered Aircraft, [\*\*\*] hours for V2527-A5 powered Aircraft, and [\*\*\*] hours

Page 14 of 14

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- for V2533-A5 powered Aircraft (each calculated from the moment the wheels of an Aircraft, on which an Engine is installed, leave the ground on take-off to the moment when the wheels of such Aircraft touch the ground on landing);
- (ii)        An annual average utilization of [\*\*\*] hours per V2524-A5 powered Aircraft, [\*\*\*] hours per V2527-A5 powered Aircraft, and [\*\*\*] hours per V2533-A5 powered Aircraft;
- (iii)        An average engine thrust derate of: [\*\*\*] for V2524-A5 powered Aircraft, [\*\*\*] for V2527-A5 powered Aircraft, and [\*\*\*] for V2533-A5 powered Aircraft, all relative to the name plate thrust rating;
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- (iv) An average ambient temperature for take-off no greater than: [\*\*\*] for V2524-A5 powered Aircraft, [\*\*\*] for V2527-A5 powered Aircraft, and [\*\*\*] for V2533-A5 powered Aircraft;
  - (v) Spirit's main base will be located at Fort Lauderdale, Florida, USA;
  - (vi) Spirit acquiring all of the Aircraft and Firm Spare Engines as set forth in Exhibit B-1 and Exhibit B-2, as amended, supplemented and/or updated from time to time;
  - (vii) Spirit maintaining a minimum ratio of [\*\*\*] Spare Engines to installed Engines for its Aircraft fleet;
  - (viii) Spirit owning, operating, and maintaining the Aircraft and Engines in regular and frequent airline operation for the duration of the Guarantee period(s), in accordance with Airbus', IAE's, and other applicable OEM's technical manuals and the MMP (including Engine rebuild requirements);
  - (ix) [\*\*\*]; and
  - (x) Spirit acquiring from IAE or other sources sufficient components, Spare Parts, and spare Engines at the levels mutually agreed by IAE and Spirit to maintain proper support of the Engines and Aircraft.
- (b) Should any of the above operating conditions not be met or if Spirit takes Option Aircraft or Option Spare Engines, IAE, acting in good faith and in consultation with Spirit, may make reasonable and appropriate adjustments to the Guarantees, with appropriate retroactive application, to address any deviations from such operating conditions.

4.7 **SPIRIT ACCEPTS THAT THE WARRANTIES AND GUARANTEES GRANTED TO SPIRIT UNDER SECTIONS 4.1 THROUGH 4.4 ABOVE, TOGETHER WITH THE EXPRESS REMEDIES PROVIDED TO SPIRIT IN RESPECT OF THE SUPPLIES IN ACCORDANCE WITH THIS CONTRACT, ARE EXCLUSIVE AND ARE GIVEN BY IAE IN LIEU OF (A) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN STATUTE, CONTRACT, TORT OR STRICT LIABILITY AGAINST OEM OR**

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ITS AFFILIATES, WHETHER OR NOT ARISING FROM THE NEGLIGENCE, ACTUAL OR IMPUTED (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), OF IAE OR ITS AFFILIATES, STOCKHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, PERMITTED ASSIGNS AND AGENTS.

4.8        [\*\*\*]

4.9        [\*\*\*]

4.10      [\*\*\*]

4.11      IAE and Spirit agree that credits issued to Spirit's account with IAE pursuant to any of the Warranties or Guarantees may be utilized for the purposes identified in the applicable Warranty or Guarantee for up to [\*\*\*] after the date of issuance. Within [\*\*\*] after such date, Spirit may request in writing that the period for such use be extended by IAE for up to an additional [\*\*\*] period, which request for extension IAE shall not unreasonably deny. After the expiration of the applicable time period, such credits shall expire.

5.        Product Support Services

5.1        IAE will make available to Spirit the Product Support Services described in Exhibit C to this Contract. Except when identified in such Exhibit C as being at additional cost or as requiring separate contractual arrangements, such Product Support Services shall be supplied at no additional charge to Spirit. IAE may delegate the performance of product support services to an affiliated company or any of IAE's shareholders.

5.2        Spirit will provide to any IAE customer support representative(s) working at its facility, free of charge:

5.2.1      reasonable, secure office accommodation including furniture and office equipment and

5.2.2      access to telephone, facsimile and secretarial services and

5.2.3      access to such first-aid and emergency assistance as is customarily provided to Spirit's own employees and

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5.2.4 reasonable airfare, accommodations, and subsistence during any period in which the customer support representative(s) is required by Spirit to travel away from such customer support representative(s)' normal location at Spirit.

Spirit further agrees and acknowledges that such customer support representative(s) shall at all times remain employees of IAE and shall, in such capacity, be entitled to reasonable working benefits such as leaves of absence, sick days and holiday as are paid for and granted by IAE to its employees. However, such leaves shall not interfere with IAE's provision of the Product Support Services to Spirit, and should any leave for a customer support representative extend beyond forty-five (45) days, IAE agrees to provide a substitute representative to ensure continuity of service. Notwithstanding the foregoing, at no time shall any IAE customer support representative be considered an employee or independent contractor of Spirit.

**6. Miscellaneous**

Page 16 of 16

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**6.1 Delay in Delivery**

6.1.1 If IAE is hindered or prevented from performing any obligation hereunder including but not limited to delivering any of the Supplies within the time for delivery specified in this Contract (as such time may be extended pursuant to the provisions of this Contract) by reason of:

- (a) any cause beyond the reasonable control of IAE, or
- (b) fires, industrial disputes or introduction of essential modifications required by the Certification Authority, or
- (c) compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, except to the extent that the delay is caused by IAE's failure to act in conformity with applicable deadlines set forth in such governmental regulation or order;

(any such delay an "Excusable Delay") the time for delivery shall be extended by a period equal to the period for which delivery shall have been so hindered or prevented, and IAE shall not be under any liability whatsoever in respect of such delay.

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6.1.2 If, by reason of any of the Excusable Delays embraced by Section 6.1.1 above, IAE is hindered or prevented from delivering any goods (that are the same as and include the Supplies) to purchasers (including Spirit) then IAE shall have the right to allocate in good faith such goods, as they become available, at its own discretion among all such purchasers and IAE shall not be under any liability whatsoever to Spirit for delay in delivery to Spirit resulting from such allocation by IAE and the time for delivery shall be extended by a period equal to the delay resulting from such allocation by IAE. [\*\*\*]

6.1.3 [\*\*\*]

6.1.4 The right of Spirit to claim damages shall be conditional upon Spirit (i) notifying IAE of its claim in writing within [\*\*\*] from the Claim Start Date, and (ii) submitting a written claim therefor within [\*\*\*] from the Claim Start Date.

The "Claim Start Date" shall be the date on which IAE notifies Spirit that the item of the Supplies so delayed is ready for delivery, or from the date on which Spirit exercises the right of cancellation in respect of such item conferred in accordance with Section 6.1.5 below, whichever date shall first occur.

6.1.5 Should IAE delay performance of any obligation for a reason other than an Excusable Delay hereunder including but not limited to delivery of any item of the Supplies beyond [\*\*\*] from the time for delivery specified in this Contract (as such time may be extended pursuant to the provisions of this Contract) then, in addition to the right of Spirit under Section 6.1.3, Spirit shall be entitled to terminate the order with respect to the affected item on giving IAE notice in writing. Upon receipt of such notice IAE shall be free from any obligation in respect of such item except that IAE shall refund to Spirit any deposits made in respect of the purchase price of such item of the Supplies.

- 6.2.1 IAE shall, subject to the conditions set out in this Section and as the sole liability of IAE in respect of any claims for infringement of industrial property rights, indemnify and hold Spirit harmless from and against any damages, costs and expenses including legal costs resulting from claim that the use of any of the Supplies by Spirit within any country to which at the date of such claim the benefits of Article 27 of the Convention on International Civil Aviation of 7th December 1944 (The Chicago Convention) apply, infringes any patent, design, or model duly granted or registered provided, however, that IAE shall not be liable to Spirit for any consequential damage or any loss of use of the Supplies or of the Aircraft in which the Supplies may be incorporated arising as a result directly or indirectly of any such claim.
- 6.2.2 Spirit will, as soon as reasonably practicable give notice in writing to IAE of any such claim whereupon IAE shall have the right at its own expense to assume the defense of or to dispose of or to settle such claim in its sole reasonable discretion and Spirit will give IAE all reasonable assistance and will not by any act or omission do anything that may directly or indirectly prejudice IAE in this connection, provided that IAE shall not agree to any settlement pursuant to which any fault is attributed to Spirit, without the prior written consent of Spirit.
- 6.2.3 IAE shall have the right to substitute for any allegedly infringing Supplies substantially equivalent non-infringing supplies.
- 6.2.4 Should Spirit be prevented from using any of the Supplies due to a claim of infringement of property rights by valid judgment or by settlement between Spirit, IAE and the claimant IAE will, at its expense as soon as possible but in no event more than ninety (90) days from the date of entry of such judgment or settlement either: (a) obtain for Spirit the right to use the respective Supply or Supplies free of charge or (b) replace the respective Supply or Supplies with a substantially equivalent non-infringing substitute, if available.
- 6.2.5 The indemnity contained in Section 6.2.1 above shall not apply to claims for infringement in respect of (i) Supplies manufactured to the specific design instructions of Spirit; (ii) Supplies not of IAE design (but IAE shall in the event of any claim for infringement pass on to Spirit so far as it has the right to do so the benefits of any indemnity given to IAE by the designer, manufacturer or supplier of such Supplies); (iii) the manner or method in which any of the Supplies is installed in the Aircraft; or (iv) any combination of any of the Supplies with any item or items other than Supplies.
- 6.3 **(RESERVED)**
- 6.4 **Non-Disclosure and Non-Use**

6.4.1 The terms and conditions of this Contract and any technical information provided in connection with it are confidential and proprietary to IAE and Spirit. Each Party agrees to: (a) limit disclosures of such confidential information only to persons who have a need to know within their organizations; (b) keep such information confidential; and (c) not disclose to any third party other than (i) as required by applicable law or legal process; (ii) in connection with the disclosure requirements of any applicable government authority or exchange; (iii) to its legal, financial, tax or other advisors who are bound by an obligation of confidentiality or to the

Page 18 of 18

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confidentiality requirements of this Contract and (iv) in connection with the enforcement of its rights hereunder, without the prior written consent of the other party (not to be unreasonably withheld), provided that, in the case of (c)(i), supra, the Party that is to disclose such confidential information in response to such applicable law or legal process shall forthwith notify the other Party, and upon the request of the other Party, shall cooperate with the other Party in contesting such disclosure.

6.5 **Taxes**

6.5.1 Subject to Section 6.5.2 below, IAE shall pay all imposts, duties, fees, taxes and other like charges levied by any tax authority or any agency thereof in connection with the Supplies prior to their delivery.

6.5.2 All amounts stated to be payable by Spirit pursuant to this Contract exclude any value added tax, sales tax or similar such tax. In the event that the supply of goods or services under this Contract is chargeable to any value added tax, sales tax or similar such tax will be borne by Spirit. To ensure so far as possible that Spirit is not charged with European Community value added tax ("VAT"), Spirit will within 30 days of signature hereof, inform IAE of its VAT Code (if any) for inclusion on IAE's invoices.

6.5.3 Spirit shall pay all other imposts, duties, fees, taxes and other like charges by whomsoever levied.

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6.5.4 Notwithstanding the foregoing, Spirit shall have no liability to IAE for any tax or taxes levied on IAE in connection with its gross income, or any franchise, turn-over or other similar tax or any tax levied on IAE relating to its business activities generally and not specifically arising out of or in connection with the transactions contemplated hereby.

6.5.5 In addition to the foregoing, IAE agrees to cooperate with Spirit in order to minimize the impact of any tax liability arising from the transactions hereunder.

## 6.6 **Amendment**

This Contract shall not be amended in any way other than by written agreement by the parties on or after the date of this Contract, which agreement is expressly stated to amend this Contract.

## 6.7 **(RESERVED)**

## 6.8 **Exhibits**

In the event of any unresolved conflict or discrepancy between the Exhibits (which are hereby expressly made a part of this Contract) and Sections of this Contract then the Sections shall prevail.

## 6.9 **Headings**

Page 19 of 19

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The Section headings and the Table of Contents do not form a part of this Contract and shall not govern or affect the interpretation of this Contract.

## 6.10 **Governing Law and Forum**

This Contract shall be subject to and interpreted and construed in accordance with the laws of the State of New York, United States of America, without regard to its conflict of laws provisions other than Sections 5-1401 and 5-1402 of the New York General Obligations Law. The parties agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980).

The Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in the State of New York, United States of America, in connection with any suit, action or proceeding arising out of or relating to this Agreement and irrevocably waive to the fullest extent permitted by law, any objection to the laying of venue of any such suit, action or proceeding in any such court or any claim that any suit, action or proceeding has been brought in an inconvenient forum. Further, the Parties hereto agree to waive any rights either of them may have to a jury trial in connection with any such suit, action or proceeding.

## 6.11 **Compliance with All Applicable Laws and Regulations**

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- 6.11.1    **Export/Import** Spirit agrees that it will not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any IAE goods, software, technical data (including products derived from or based on such technical data), or services received directly or indirectly from IAE to any Prohibited Party without obtaining prior authorization from the relevant government authorities as required pursuant to Export Laws. Failure to do so will result in IAE invoking its rights to terminate this Contract per the provisions of Sections 6.15 and 6.16 below.
- 6.11.2    "**Prohibited Parties**" means, collectively, those countries, and persons to whom the sale, export, re-export, transfer, diversion or other disposition of any IAE goods, software, technical data or services is prohibited by the applicable export laws and related regulations of the United States, German, British, Japanese, or European Union Governments.
- 6.11.3    **Other Laws and Regulations** Each Party agrees that it will not, by act or omission, violate any applicable law or regulation of the United States or any political subdivision thereof where the violation thereof would result in the other Party being deemed to be in violation of such law or regulation or would otherwise result in a criminal or an un-indemnified civil penalty on the part of such other Party.

6.12    **Notices**

Any notice to be served pursuant to this Contract shall be in the English language and is to be sent by certified mail, recognized international carrier or facsimile (with confirmation copy by any of the other means) to:

In the case of IAE:

IAE International Aero Engines AG  
400 Main Street, M/S 121-10  
East Hartford, Connecticut 06108, United States of America  
Facsimile No. 860-565-4003

Page 20 of 20

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Attention: Chief Legal Officer and Company Secretary  
In the case of Spirit:  
Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33026  
Facsimile No. (954) 447-7854  
Attention: Legal Department

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or in each case to such other place of business as may be notified from time to time by the receiving party.

**6.13      Exclusion of Other Provisions and Previous Understandings**

- 6.13.1    This Contract contains the only provisions governing the sale and purchase of the Supplies and shall apply to the exclusion of any prior provisions on or attached to or otherwise forming part of any order form of Spirit, or any acknowledgment or acceptance by IAE, or of any other document that may be issued by either party relating to the sale and purchase of the Supplies.
- 6.13.2    The parties agree that neither of them have placed any reliance whatsoever on any representations, agreements, statements or understandings made prior to the signature of this Contract, whether orally or in writing, relating to the Supplies, other than those expressly incorporated in this Contract, which has been negotiated on the basis that its provisions represent their entire agreement relating to the Supplies and shall supersede all such representations, agreements, statements and understandings.

**6.14      Conditions Precedent**

During the term of this Contract, the obligations of IAE to provide, or cause to be provided Supplies or any other benefits to Spirit pursuant to the terms hereof, shall be subject to the non-existence of any of the following events on the date when such Supplies or benefits become due, and should any such event then exist IAE shall be under no obligation to provide, or cause to be provided any Supplies or any other benefits to Spirit:

- 6.14.1    A continuing event of default (taking into account any applicable grace period) by Spirit in (a) any payment due under the Contract (including any exhibits and letter agreements thereto), or [\*\*\*]; or
- 6.14.2    Any event that is a Termination Event or would be a Termination Event, but for lapse of time, shall have occurred.

**6.15      Termination Events**

- 6.15.1    Any of the following shall constitute a "Termination Event" under this Contract:

- (a)        Spirit commences any case, proceeding or other action with respect to Spirit or its property in any jurisdiction relating to bankruptcy, insolvency, reorganization, dissolution, liquidation, winding-up, or relief from, or with respect to, or readjustment of, debts or obligations; or

- (b) Spirit seeks the appointment of a receiver, trustee, custodian or other similar official for Spirit for all or substantially all of its assets, or Spirit makes a general assignment for the benefit of its creditors; or
  - (c) Spirit otherwise becomes the object of any case, proceeding or action of the type referred to in the preceding Sections 6.15.1(a) or 6.15.1(b) that remains unstayed, undismissed or undischarged for a period of sixty (60) days; or
  - (d) An action is commenced against Spirit seeking issuance of a warrant of attachment, execution, distress or similar process against all or substantially all of its assets that remains unstayed, undismissed or undischarged for a period of sixty (60) days; or
  - (e) A continuing event of default (taking into account any applicable grace period) by Spirit on any payment of principal or interest on any indebtedness hereunder or in the payment of any guarantee obligation hereunder [\*\*\*].
  - (f) Failure to take the Aircraft and Spare Engines in accordance with the delivery schedule set forth in Exhibit B, as amended, supplemented or modified from time to time.
- 6.15.2 In the event of the occurrence of a Termination Event, Spirit shall be deemed to be in material breach of this Contract, and IAE shall at its option have the right to resort to any remedy under applicable law, including, without limitation, the right by written notice, effective immediately, to terminate this Contract; provided that, no such notice need be delivered, and this Contract shall automatically terminate upon the occurrence of a Termination Event specified in Section 6.15.1(a), 6.15.1(b), or 6.15.1(c)
- 6.15.3 Spirit shall have the option, at its sole discretion, to terminate this Contract in whole or in part, upon the occurrence of any of the following events:
- (a) IAE commences any case, proceeding or other action with respect to IAE or its property in any jurisdiction relating to bankruptcy, insolvency, reorganization, dissolution, liquidation, winding-up, or relief from, or with respect to, or readjustment of, debt or obligations;

- (b) IAE seeks the appointment of a receiver, trustee, custodian, or other similar official for IAE for all or substantially all of its assets, or IAE makes a general assignment for the benefit of its creditors;
- (c) IAE otherwise becomes the object of any case, proceeding or action of the type referred to in the preceding clauses (a) or (b) which remains unstayed, undismissed or undischarged for a period of sixty (60) days;
- (d) An action is commenced against IAE seeking issuance of a warrant of attachment, execution, distress or similar process against all or substantially all of its assets which remains unstayed, undismissed, or undischarged for a period of sixty (60) days;

Page 22 of 22

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- (e) A continuing event of default (taking into account any applicable grace period) by IAE on any payment of principal or interest on any indebtedness hereunder or in the payment of any guarantee obligation hereunder [\*\*\*].

#### **6.16 Effect of Termination**

Upon any expiration or termination of this Contract, the rights and obligations of the parties under this Contract will terminate. Notwithstanding anything herein to the contrary, all liabilities and obligations (including payment obligations) that have accrued prior to termination or expiration will survive. Notwithstanding the foregoing and for the avoidance of doubt, upon termination, IAE shall have no obligation to deliver goods not yet delivered.

#### **6.17 No Construction Against Drafter**

This Contract has been the subject of negotiation between the parties. If an ambiguity or question of intent arises with respect to any provision of this Contract, this Contract will be construed as if drafted jointly by IAE and Spirit and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this Contract.

#### **6.18 Damages**

In no event shall either Party to this Contract or either Party's subsidiaries or affiliates, have any liability to any other Party hereto for any indirect, incidental, special, consequential, or punitive damages, including without limitation any damage to or loss of use, revenue or profit with respect to any Aircraft and/or Supplies.

[SIGNATURE PAGE FOLLOWS]

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**IN WITNESS WHEREOF** the parties hereto have caused this Contract to be signed on their behalf by the hands of their authorized officers the day and year first before written:

Agreed to and accepted on behalf of:  
**IAE International Aero Engines AG**

By: /s/ Rick Deurloo  
Name: Rick Deurloo  
Title: SVP Sales  
In the presence of:  
By: /s/ Daniel Kirk  
Name: Daniel Kirk  
Title: Sales Director

Agreed to and accepted on behalf of:  
**Spirit Airlines, Inc.**

By: /s/ Charles A. Rue  
Name: Charles A. Rue  
Title: VP Supply Chain  
In the presence of:  
By: /s/ Edward Christie  
Name: Edward Christie  
Title: SVP & CFO

**Exhibit A**  
**Contract Specifications**  
[\*\*\*]

**Exhibit B**  
**Schedules**

**Exhibit B-1**  
**Aircraft Delivery Schedule**

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Aircraft No.	Aircraft Type	Engine Model	Scheduled Delivery Date	MSN	ESN 1	ESN 2
1	[***]	[***]	[***]	[***]	[***]	[***]
2	[***]	[***]	[***]	[***]	[***]	[***]
3	[***]	[***]	[***]	[***]	[***]	[***]
4	[***]	[***]	[***]	[***]	[***]	[***]
5	[***]	[***]	[***]	[***]	[***]	[***]
6	[***]	[***]	[***]	[***]	[***]	[***]
7	[***]	[***]	[***]	[***]	[***]	[***]
8	[***]	[***]	[***]	[***]	[***]	[***]
9	[***]	[***]	[***]	[***]	[***]	[***]
10	[***]	[***]	[***]	[***]	[***]	[***]
11	[***]	[***]	[***]	[***]	[***]	[***]
12	[***]	[***]	[***]	[***]	[***]	[***]
13	[***]	[***]	[***]	[***]	[***]	[***]
14	[***]	[***]	[***]	[***]	[***]	[***]
15	[***]	[***]	[***]	[***]	[***]	[***]
16	[***]	[***]	[***]	[***]	[***]	[***]
17	[***]	[***]	[***]	[***]	[***]	[***]
18	[***]	[***]	[***]	[***]	[***]	[***]
19	[***]	[***]	[***]	[***]	[***]	[***]
20	[***]	[***]	[***]	[***]	[***]	[***]
21	[***]	[***]	[***]	[***]	[***]	[***]
22	[***]	[***]	[***]	[***]	[***]	[***]
23	[***]	[***]	[***]	[***]	[***]	[***]
24	[***]	[***]	[***]	[***]	[***]	[***]
25	[***]	[***]	[***]	[***]	[***]	[***]
26	[***]	[***]	[***]	[***]	[***]	[***]
27	[***]	[***]	[***]	[***]	[***]	[***]
28	[***]	[***]	[***]	[***]	[***]	[***]
29	[***]	[***]	[***]	[***]	[***]	[***]
30	[***]	[***]	[***]	[***]	[***]	[***]
31	[***]	[***]	[***]	[***]	[***]	[***]
32	[***]	[***]	[***]	[***]	[***]	[***]
33	[***]	[***]	[***]	[***]	[***]	[***]
34	[***]	[***]	[***]	[***]	[***]	[***]
35	[***]	[***]	[***]	[***]	[***]	[***]
36	[***]	[***]	[***]	[***]	[***]	[***]
37	[***]	[***]	[***]	[***]	[***]	[***]
38	[***]	[***]	[***]	[***]	[***]	[***]
39	[***]	[***]	[***]	[***]	[***]	[***]
40	[***]	[***]	[***]	[***]	[***]	[***]

[\*\*\*]

**Exhibit B-2**  
**Spare Engine Price and Delivery**

Spare Engines	No.	Base Price (Jan-06\$)	Engine Model	Scheduled Delivery Date	ESN
<b>Firm Spare Engines</b>	1	[***]	[***]	[***]	[***]
	2	[***]	[***]	[***]	[***]
	3	[***]	[***]	[***]	[***]
	4	[***]	[***]	[***]	[***]
	5	[***]	[***]	[***]	[***]
	6	[***]	[***]	[***]	[***]
	7	[***]	[***]	[***]	[***]
	8	[***]	[***]	[***]	[***]
	9	[***]	[***]	[***]	[***]
	10	[***]	[***]	[***]	[***]
	11	[***]	[***]	[***]	[***]
<b>Option Spare Engines</b>	1	[***]	[***]	[***]	[***]
	2	[***]	[***]	[***]	[***]
	3	[***]	[***]	[***]	[***]
	4	[***]	[***]	[***]	[***]

The applicable price for the Engine bag and transportation stand shall be the list prices set forth below, escalated from the base month to the delivery date of each Spare Engine.

Equipment	Base Price (Jan-06 US\$)
Engine Storage Bag	[***]
Engine Transportation Stand	[***]

Note: Delivered Spare Engines are indicated by *italics* typeface.

**Exhibit B-3**  
**Escalation Formula**

1. Any unit base price or other sum expressed to be subject to escalation from the Base Month (as defined below) to month of delivery or other date of determination in accordance with the IAE Escalation Formula will be subject to escalation in accordance with the following formula:

[\*\*\*]

**Exhibit C**  
**Product Support Plan**

**PRODUCT SUPPORT  
FOR THE  
V2500 ENGINE  
IAE INTERNATIONAL AERO ENGINES AG**

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**Issue No. 7**

Page 30 of 30

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**TABLE OF CONTENTS**

1.0 INTRODUCTION 44

2.0 CUSTOMER SUPPORT 44

    2.1 CUSTOMER SUPPORT MANAGER 44

    2.2 CUSTOMER SUPPORT REPRESENTATIVES 45

    2.3 CUSTOMER TRAINING: 45

    2.4 ENGINE MAINTENANCE MANAGEMENT 47

    2.5 SPECIAL PROGRAMS 48

3.0 BUSINESS SUPPORT 48

    3.1 ENGINE WARRANTY SERVICES 49

    3.2 MAINTENANCE CENTER SUPPORT 49

    3.3 MAINTENANCE FACILITIES PLANNING SERVICE 50

    3.4 ENGINE RELIABILITY AND ECONOMIC FORECASTS 50

    3.5 LOGISTICS SUPPORT STUDIES 50

    3.6 LEASE ENGINE PROGRAM 51

4.0 TECHNICAL SERVICES 51

    4.1 TECHNICAL SERVICES 51

    4.2 POWERPLANT MAINTENANCE 53

    4.3 CUSTOMER PERFORMANCE 53

    4.4 DIAGNOSTIC SYSTEMS 54

    4.5 HUMAN FACTORS 55

    4.6 FLIGHT OPERATIONS 55

---

4.7 REPAIR SERVICES 56  
4.8 TOOLING AND SUPPORT EQUIPMENT SERVICES 57  
4.9 TECHNICAL PUBLICATIONS 58

5.0. SPARE PARTS 61

5.1 SPARE PARTS SUPPORT 61

Page 31 of 31

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**1.0 INTRODUCTION**

IAE International Aero Engines AG (IAE) will make the following support personnel and services available to Spirit: Flight Operations, Customer Performance, Customer Support Representatives, Customer Maintenance Support, Technical Services, Powerplant Maintenance, Service Data Analysis, Human Factors, Repair Services, Warranty Administration, Maintenance Facilities Planning, Tooling and Support Equipment Services, Product Support Technical Publications, Customer Training, Spare Parts Support and Maintenance Center Support. In general, these services are provided [\*\*\*] to V2500 customers, however, some specific customized services as noted in the descriptions below, may be purchased by Spirit from IAE.

To make these support services readily available to Spirit, in the most efficient manner, the Customer Support Group has been established and assigned primary responsibility within IAE for customer liaison. A Customer Support Manager is assigned to maintain direct liaison with each individual Customer. A description of the various product support services available to Spirit follows.

IAE reserves the right to withdraw or modify the services described herein at any time at its sole discretion. No such withdrawal or modification shall diminish the level of services and support which Spirit may be entitled to receive with respect to V2500 engines for which an proper order has been placed with IAE or with respect to aircraft with installed V2500 engines for which a firm order has been placed with the aircraft manufacturer, prior to the announcement of any such withdrawal or modification.

**2.0 CUSTOMER SUPPORT**

**2.1 CUSTOMER SUPPORT MANAGER**

The Customer Support Manager provides a direct liaison between the airline customer's Engineering, Maintenance, Operations, Logistics, Commercial and Financial organizations and the corresponding functions within IAE. The Customer Support Manager

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assigned to Spirit is responsible for coordinating and monitoring the effort of the Product Support Department functional organization to achieve timely and responsive support for Spirit. The Customer Support Manager provides the following specific services to Spirit:

- Readiness Program and planning prior to EIS
- Technical recommendations and information.
- Engine Maintenance Management Plans
- Refurbishment, Modification and Conversion program planning assistance.
- Coordination of customer repair, maintenance and logistics requirements with the appropriate Product Support functional groups.
- Assist with critical engine warranty/service policy claims.

The Customer Support Manager will represent Spirit in IAE internal discussions to ensure that the best interests of Spirit and IAE are considered when making recommendations to initiate a program, implement a change or improvement in the V2500 engine.

Page 32 of 32

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## 2.2 CUSTOMER SUPPORT REPRESENTATIVES

IAE Customer Support Representatives provide the following services to Spirit:

- 24 Hour Support
- Maintenance Action Recommendations
- Daily Reporting on Engine Technical Situations
- On-The-Job Training
- Service Policy Preparation Assistance
- Prompt Communication with IAE

2.2.1 Engine Maintenance Support Service:

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Customer Support Representatives assist Spirit's customer personnel in the necessary preparation for engine operation and maintenance. The Representative, teamed with a Customer Support Manager will work closely with the airplane manufacturer's support team particularly during the initial period of aircraft operation. Representatives are in frequent contact with the IAE offices on technical matters. Information and guidance received from the home office is transmitted promptly to Spirit which allows Spirit to share in all related industry experience. The practice permits immediate use of the most effective procedures and avoidance of unsuccessful techniques. The IAE office contact ensures that IAE Representatives know, in detail, the latest and most effective engine maintenance procedures and equipment being used for maintenance and overhaul of V2500 engines. They offer technical information and recommendations to airline personnel on all aspects of maintenance, repair, assembly, balancing, testing, and spare parts support of IAE.

#### 2.2.2 On The Job Training:

Customer Support Representatives will conduct on-the-job training for Spirit's maintenance personnel. This training continues until the maintenance personnel have achieved the necessary level of proficiency. Training of new maintenance personnel will be conducted on a continuing basis.

#### 2.2.3 Service Policy Administration:

Customer Support Representatives will provide administrative and technical assistance in the application of the IAE Engine and Parts Service Policy to ensure expeditious and accurate processing of airline customer claims.

### 2.3 CUSTOMER TRAINING:

2.3.1 IAE Customer Training offers Spirit the following support:

- Technical Training at Purpose Built Facilities
- On-site Technical Training
- Technical Training Consulting Service
- Training Aids and Materials

#### 2.3.2 Training Program:

The IAE Customer Training Center has an experienced full-time training staff which conducts formal training programs in English for airline customers' maintenance, training and engineering personnel. The standard training programs are designed to prepare customer personnel, prior to the delivery of the first aircraft, to operate and maintain the installed engines. Standard courses in engine operation, line maintenance, modular maintenance, performance and trouble-shooting are also available throughout the production life of the engine. The courses utilize the latest teaching technology, training aids and student handouts. IAE Customer Support will coordinate the scheduling of specific courses as required. Training at the Customer Training Center is provided to a limit of fifty (50) man-days per aircraft. The following is the curriculum of standard courses available. On-site technical training, technical training

consulting services and customized courses shall be provided upon Spirit's request and subject to separate contractual arrangements.

#### 2.3.3 General V2500 Familiarization:

This two day course is designed for experienced gas turbine personnel who will be responsible for planning, provisioning and maintenance of the V2500 engine. This course is also designed to appropriately familiarize key staff, supervisory and operations planning personnel and flight crews. Discussions are concentrated in the following subject areas:

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- Engine construction features internal and external hardware.
- Engine systems operation, major components accessibility for removal/replacement.
- Operational procedures
- Performance characteristics
- Maintenance concepts, repair and replacement requirements and special tooling.

The course is normally conducted in preparation for fleet introductory discussions in the provisioning of spares and tooling, training and line maintenance areas to acquaint the customer with the engine, its systems, operations and procedures.

#### 2.3.4 Line Maintenance and Troubleshooting:

This course is designed for key line maintenance and troubleshooting personnel who have not received previous formal training on the V2500 engine. The classroom phases provide the student with the information essential for timely completion of line maintenance activities and the procedures for effective troubleshooting and correction of malfunctions in the V2500 engine systems and the engine/airframe interfaces. Classroom and shop training are provided for in the following areas:

- Engine Description
- Systems Operation
- Applied Performance
- Ground Operations
- Troubleshooting Procedures
- Practical Phase Line Maintenance Tasks

Additional courses are available in Borescope utilization and Engine Conditioning Monitoring (ECM)

#### 2.3.5 V2500 Familiarization and Modular Maintenance:

Provides experienced heavy maintenance personnel with engine modular disassembly and assembly training. The training is concentrated in the following subject areas:

- Engine Description Overview
  - Engine Systems Overview
  - Heavy Maintenance Tasks
-

- Course duration and "hands-on" coverage are contingent on the availability of an engine and required tooling.

## 2.4 ENGINE MAINTENANCE MANAGEMENT

Planning documents, tailored for individual operators, are developed to serve as Engine Maintenance Management Program criteria and should reflect the FAA requirements under which Spirit will operate. These are directed toward the objective of ensuring cost-effective operation with acceptable post-repair test performance, providing engine reliability to achieve maximum time between shop visits, and minimizing the adverse effects to operation of inflight

Page 34 of 34

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shutdowns and delays/cancellations. Through the institution of specific maintenance recommendations, proper engine performance, durability, and hot section parts lives can be achieved.

### 2.4.1 Operations Monitoring:

The following information is available to Spirit from the IAE Product Information Process (IP) 2 Group:

### 2.4.2 Operation Experience Reports:

IAE maintains V2500 Service Data System (SDS) data base from which selected engine operations and reliability summary reports will be developed and made available on a scheduled basis to Spirit. Data reported by IAE Customer Support Representatives serve as input to this data base. This computerized data maintenance and retrieval system will permit:

- A pooling and exchange of service experience for the benefit of the entire airline industry.
- A common statistical base.
- The selective querying of computer data files for answers to Spirit's inquiries.

In addition to providing operations, reliability and VIS reports, SDS serves in-house programs directed at improving engine design and enhancing overall customer support, including spare parts provisioning and warranty administration.

## 2.5 SPECIAL PROGRAMS

### 2.5.1 Engine Hardware Retrofit:

Engine Retrofits are carried out to provide modification of engine hardware configuration when required on delivered engines. This involves assisting in the marshaling of hardware, special tools, manpower and the scheduling of engine and material to modification sites.

### 2.5.2 Controlled Service Use Programs and Material:

IAE shall assume responsibility for the planning, sourcing, scheduling and delivery of Controlled Service Use material, warranty replacement material, service campaign material and program support material subject to the terms of special contracts with Spirit.

Urgent customer shipments, both inbound and outbound, are monitored, traced, routed and expedited as required. The receipt and movement of customer owned material returned to IAE is carefully controlled, thus assuring an accurate accounting at all times.

## 3.0 BUSINESS SUPPORT

The Business Support Group is dedicated to providing prompt and accurate assistance to you, our V2500 airline customer. This Group provides the following categories of assistance and support to Spirit:

- Engine Warranty Services
-

- Maintenance Support
- Lease Engine Program
- Engine Reliability and Economic Forecasts
- Logistic Support Studies

### **3.1 ENGINE WARRANTY SERVICES**

Engine Warranty Services will provide the following support for the V2500 engine airline customer:

Page 35 of 35

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- Prompt administration of claims concerning Engine Warranty, Service Policy, other support programs and Guarantee Plans.
- Investigation of part condition and part failure.
- Material provisioning administration for Controlled Service Use programs and other material support.

#### **3.1.1 Prompt Administration:**

Spirit is assigned a Warranty Analyst whose job is to provide individual attention and obtain prompt and effective settlements of Warranty and Service Policy claims. A typical claim properly submitted is generally settled, including issuance of applicable credit memo, within thirty days. Experience generated by much of the data derived from such claims often enables IAE to monitor trends in operating experience and to address and often eliminate potential problems.

#### **3.1.2 Investigation and Reports:**

Parts returned to IAE pursuant to the terms of the Service Policy are investigated in appropriate detail to analyze and evaluate part condition and cause of part failure. A report of findings is prepared and forwarded to Spirit and to all IAE departments involved. In the case of vendor parts, the vendor is promptly informed. Where relevant, reports will include recommendations to preclude repetition of the problem.

### **3.2 MAINTENANCE CENTER SUPPORT**

IAE has arranged for the establishment of Maintenance Centers which are available to accomplish repairs, modifications and conversions, as well as the complete overhaul of the V2500 engine subject to IAE's standard terms and conditions for such work.

Through the use of the IAE established Maintenance Centers and their capabilities, an operator can minimize or eliminate the need for investment in engine support areas depending on the level of maintenance he elects the Maintenance Center to perform. Savings in specific engine support areas, such as spare parts inventory, maintenance and test tooling, support equipment and test facilities, can be demonstrated. Use of Maintenance Centers can also minimize the need for off-wing maintenance and test personnel with their associated overhead.

### **3.3 MAINTENANCE FACILITIES PLANNING SERVICE**

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Maintenance Facilities Planning Service offers the following support to IAE customer:

- - General Maintenance Facility Planning Publications
- - Customized Facility Plans
- - Maintenance Facility and Test Cell Planning Consultation Services

Maintenance Facilities Planning Service provides general and customized facility planning data and consultation services. Facility Planning Manuals for the V2500 engine will present the maintenance tasks, facility equipment and typical departments' floor plans showing arrangement of equipment required to accomplish the tasks for all levels of maintenance. The Facility Equipment Manual is a catalog of standard facility equipment such as lathes, process tanks, hoists, cranes, etc., which is suitable for use in the maintenance and testing of IAE engines. Customized facility planning services and consulting services are offered subject to separate contractual arrangements. Customized facility plans are developed to meet the requirements of customers' specific fleet sizes, activities and growth plans. The plans identify floor space, facility equipment, utilities and manpower requirements. On-site surveys are conducted as a part of customized plan development to determine the adaptability of existing facilities and equipment for the desired maintenance program. These plans provide floor plan layouts to show recommended locations for work stations, major equipment, marshaling and storage areas, workflow patterns, and structural and utility requirements to accommodate all the engine models that are maintained in the customer's shop. The Maintenance Facilities Planning Service also provides consultant services which are specifically related to the development of engine test cells, and the adaptation of existing maintenance facilities to accommodate expanding production requirements and/or new or additional IAE models.

Page 36 of 36

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### **3.4 ENGINE RELIABILITY AND ECONOMIC FORECASTS**

Engine reliability and economic forecasts in the forms of predicted shop visit rates and maintenance costs can be provided to reflect the airline customers' operating characteristics. Additionally, various analyses can be conducted to establish life probability profiles of critical engine parts, and to determine optimum part configuration and engine operating procedures.

### **3.5 LOGISTICS SUPPORT STUDIES**

As required, logistics studies are conducted to assist in the planning of engine operational support. Such studies may include spare engine and spare module requirements forecasts, level of maintenance analyses, engine type economic evaluations and life cycle cost estimates.

### **3.6 LEASE ENGINE PROGRAM**

An engine lease program will be made available to Spirit subject to IAE's standard terms and conditions of lease as per IATA Master Short Term Lease Agreement, form 5016 00. Pool spares will be stationed at selected locations to assure emergency protection against aircraft-on-ground (AOG) situations or to provide supplemental support during "zero spares" conditions. Lease engines offered to Customer will be of a configuration and certification standard acceptable to Customer. Availability will be subject to prior demand; however, the program logistics will be continually reviewed to assure the most effective deployment of available pool engines.

## **4.0 TECHNICAL SERVICES**

### **4.1 TECHNICAL SERVICES**

The Technical Services Group provides the following categories of technical support to the airline customer:

- Technical Services
-

- Powerplant Maintenance
- Customer Performance
- Diagnostic Systems
- Human Factors
- Flight Operations
- Repair Services
- Tooling and Support Equipment Services
- Technical Publications

Technical Services is responsible for the overall technical support to the customers. The following services are provided:

- Technical Problem Identification/Corrective Action
- Implementation
- Technical Communication
- Engine Conversion Program Definition and Management
- Engine Upgrade and Commonality Studies
- Engine Incident Investigation Assistance

Technical information supplied through IAE Customer Support Representatives, Customer Support Managers, customer correspondence and direct meetings with airlines' representatives permits assessment of the factors involved in technical problems and their impact on engine reliability and operating costs. Resolution of these problems is coordinated with responsible groups within IAE and the necessary corrective action is defined. In certain situations the corrective action involves the establishment of Service Evaluation programs for proposed modifications, and the establishment of warranty assistance programs in conjunction with the IAE Warranty Administration Group. Technical Services will assist customers in the implementation of recommended corrective action and improvements principally through official IAE technical communications, and direct customer contact.

#### **4.1.1 Technical Communications:**

Technical Services is responsible for the release of technical communications. Primary communication modes involves release of limits and procedures through engine and maintenance manual revisions and the requirements associated with engine upgrade and/or conversion, durability and performance improvements, and problem resolution through Service Bulletins is provided by All Operator Letters and/or wires or direct technical written response to individual customer inquiries.

#### **4.1.2 Engine Conversion Programs:**

Technical Services defines minimum configuration levels for conversion of service engine models. They serve to assist the customer with the implementation of conversion programs into existing fleets by providing preliminary planning cost estimates and technical planning information regarding tooling, material and instructional requirements. Conversion programs are monitored for problem areas and Technical Services initiates and implements corrective action as may be necessary.

#### **4.1.3 Engine Incident Investigation Assistance:**

Assistance is provided to an airline in conducting engine incident investigations in responding to the requirements of the Certification Authority and the appropriate Airworthiness authority, as applicable.

#### **4.1.4 Line Maintenance and Troubleshooting:**

Line Maintenance and Troubleshooting Seminars can be conducted at the IAE Training Center with the objective of improving line maintenance effectiveness fleetwide. Specialized training on V2500 line maintenance and troubleshooting can be provided through on-site workshops by special contractual arrangement.

Troubleshooting support is provided primarily through powerplant troubleshooting procedures which are published in IAE and airframe manufacturer's manuals. When an airline encounters an engine problem and corrective action taken has not been effective, more direct support in troubleshooting and maintenance can also be provided to the customer's line maintenance personnel. Instructions on V2500 powerplant troubleshooting and maintenance shall also be provided to customer's line maintenance personnel.

#### **4.1.5 Airline Shop Maintenance:**

Reviews of shop practices and procedures of Spirit shall be conducted, if requested by Spirit, to determine the most efficient and cost-effective methods for maintenance and repair of the V2500 in the environment in which the airline must maintain that engine.

### **4.2 POWERPLANT MAINTENANCE**

Powerplant Maintenance covers responsibility for maximizing engine maintainability, establishing maintenance concepts and requirements and providing maintenance support plans for IAE. This group provided the following services:

- Definition of Maintenance Tasks and Resource Requirements
- Planning Guides

Powerplant Maintenance conducts design reviews and comprehensive maintenance analysis of new engine designs and engine design changes to maximize engine maintainability consistent with performance, reliability, durability and life cycle cost considerations. Maintenance concepts, requirements and tasks are established to minimize maintenance costs. This group represents Spirit's maintainability interests in internal IAE operations and upon request will assist Spirit in resolving specific maintenance task problems.

#### **4.2.1 Progressive Maintenance Planning:**

Powerplant Maintenance also provides Planning Guides based upon Maintenance Task Analysis. The guides present engine maintenance requirements, their subordinate tasks and the required resources to accomplish on-aircraft engine maintenance and the off-aircraft repair of engines by modular section/build group replacement. Maintenance requirements are also presented for the refurbishment of modular

section/build group by parts replacement, the complete repair of parts, the refurbishment of accessory components and for engine testing. The data in the Planning Guides is presented in a manner that is primarily intended to assist new operators by providing a phased introduction of new engines into their shops and to capitalize on the design maintainability features for the engine when they are developing their maintenance plans.

Powerplant Maintenance Engineering will assist new operators in planning a gradual, technically feasible, and economically acceptable expansion from line maintenance of installed engines through the complete repair of parts and accessory components.

#### **4.3 CUSTOMER PERFORMANCE**

Customer Performance provides for the following types of technical assistance to Spirit:

- Engine Performance Analysis Computer Programs for Test Cell Use
- Test Cell Correlation Analysis and Correction Factors
- Engine Stability Procedures and Problem Analysis

Although much of the above support is provided in the form of procedures, data and recommendations in various publications, the group also answers inquiries of a performance nature which are forwarded to IAE by individual customers.

##### **ENGINE PERFORMANCE ANALYSIS**

Technical support is provided in a number of areas related to operational suitability including the development of the test requirements and performance limits for the Adjustment and Test Section of the Engine Manual. Computer programs that will assist Spirit in analyzing engine performance using test cell data can be provided subject to IAE's then current standard license fees and Terms and Conditions.

###### **4.3.1 Test Cell Correlation:**

Technical assistance is provided to Spirit for developing appropriate corrections to be used for specific test configurations at Spirit's owned test cell facilities. Reports are provided presenting correlation analyses and IAE recommended test cell corrections which permit comparison of the performance of Spirit tested engines with the respective Engine Manual limits and guarantee plan requirements.

###### **4.3.2 Engine Stability:**

Technical support is provided to ensure that engine stability and starting reliability are maintained. Service evaluation programs for proposed improvements are initiated and monitored to determine their effectiveness. In addition, problems relating to engine control systems which impact engine stability and performance are analyzed.

#### **4.4 DIAGNOSTIC SYSTEMS**

ADEM is responsible for the technical support of Spirit's acquisition of inflight engine data and the assessment of engine performance through the use of that data. ADEM personnel provide the following services:

- Guidance to help Spirit define their engine monitoring system requirements.
- Development of hardware specifications and computer programs (by separate contractual arrangement) to satisfy engine diagnostic requirements.
- Coordination of all IAE airborne diagnostic support activity.

###### **4.4.1 Guidance In Defining Engine Monitoring systems Requirements:**

ADEM can provide consultation services to assist Spirit in defining its engine condition and performance monitoring requirements and in selection of appropriate hardware and software systems to meet those requirements and options between Spirit, airframe manufacturer, and Airborne Integrated Data System (AIDS) manufacturer.

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#### 4.4.2 Development and Coordination

ADEM personnel can, if requested by Spirit, develop hardware specification and make computer software available to accomplish Engine Condition Monitoring (ECM) and performance analysis of engine modules using AIDS data. Engine condition monitoring procedures, of both the manual and computerized variety can, if requested by Spirit, also be developed and provided in support of Spirit's selected method of engine condition monitoring. Computer software will be provided to Spirit subject to IAE's then current standard license fees and Terms and Conditions.

Diagnostic Systems personnel also coordinate activities of cognizant functional groups at IAE to provide engine related information to Spirit, airframe manufacturer, and AIDS equipment vendor during the planning, installation, and operation of AIDS.

### 4.5 HUMAN FACTORS

Human Factors supplies data on task time and skill requirements necessary for accomplishing maintenance procedures.

Task data provided includes estimates of the man-hours, elapsed time and job skills necessary to accomplish maintenance tasks as described in IAE's Manual and Service Bulletins. Data is supplied for "on" and "off" aircraft maintenance tasks up to modular disassembly/assembly. Additional selected task data can, if requested by Spirit, be supplied on disassembly/assembly to the piece part level and on parts repair. In addition, the group can, if requested by Spirit, help solve problems related to skill requirements, body dimensions, or excessive man-hours encountered in accomplishing maintenance tasks.

### 4.6 FLIGHT OPERATIONS

Flight Operations provides Spirit with the following technical assistance concerning installed engine operations:

- Introduction of new equipment
- Problem resolution and assistance with in-service equipment
- Contractual commitment and development program support
- Publication of engine operations literature and performance aids

#### 4.6.1 New Equipment:

In accordance with Spirit's needs, Flight Operations can provide on-site assistance in the training of operations personnel and help in solving engine operational problems that might arise during the initial commercial service period. Such assistance can, if requested by Spirit, include participation in initial delivery flights, engine operational reviews, and flight crew training activity.

#### 4.6.2 Problem Resolution - In-Service Equipment:

In accordance with a mutually agreed upon plan, Flight Operations can, if requested by Spirit, perform cockpit observations to identify or resolve engine operating problems and to assess installed engine performance.

#### 4.6.3 Contractual Support and Development Programs:

As required, Flight Operations can assist in evaluating installed engine performance relative to contractual commitments and engine improvements which have an impact on engine operations.

#### 4.6.4 Publication Support:

Flight Operations is responsible for the issuance of Propulsion System Operating Instructions and correspondence pertaining to in-flight engine operations. Such material is coordinated with the airframe manufacturers as required. Special Presentations and Reports shall also be issued, as required, to support the activity described above.

## **4.7 REPAIR SERVICES**

Repair Services shall provide the following support to Spirit:

- Coordinated Repair Development Activity
- Customer Assistance on Repair Procedures and Techniques
- Qualification of Repair Sources
- Repair Workshops
- Repair Development List

### **4.7.1 Coordination of Repair Development:**

Repair Services shall provide direct contact with all sources that initiate repair schemes. The Group shall coordinate with representatives of Engineering and Support Services disciplines in identifying repair needs, evaluating various repair options and establishing repair development procedures and schedules. The Group shall participate in setting repair evaluation and approval requirements. If and when the repair is approved and substantiating data is documented, Repair Services shall release the repair to the Engine Manual.

### **4.7.2 Technical Assistance:**

Repair Services shall provide daily communications with Spirit via technical responses to inquiries direct from Spirit or through IAE's Customer Support Representative office at Spirit's facility. In addition, Repair Services shall make periodic visits to Spirit's repair facilities to discuss new repairs under development, answer specific questions posed by the particular facility and review actual parts awaiting a repair/scrap decision. Occasionally, Repair Services make special visits to Spirit's facilities to assist in training customer personnel in accomplishing particularly complex repairs.

### **4.7.3 Qualification of Repair Sources:**

Repair Services shall coordinate the qualification of repair sources for repairs proprietary to IAE or to an outside repair agency. They also perform a review of the qualifications of repair sources for critical, nonproprietary repairs for which a source demonstration is deemed necessary. The group shall participate in negotiation of the legal and business agreements associated with these qualification programs.

## **4.8 TOOLING AND SUPPORT EQUIPMENT SERVICES**

The Tooling and Support Equipment Services Group shall, as requested by Spirit, assist Spirit by providing the following services:

- Support Equipment Manufacturing/Procurement Documentation
- Engine Accessory Test Equipment and Engine Transportation Equipment Specifications
- Support Equipment Logistics Planning Assistance

### **4.8.1 Support Equipment Documentation:**

The tooling and Support Equipment Services Group designs the special support equipment required to disassemble, assemble, inspect, repair and test IAE engines. Special support equipment design drawings and Support Equipment Master Data Sheets, which describe how to use the support equipment, shall be supplied to Spirit in the form of 35mm aperture cards. Support equipment designs are kept current with engine growth, and tool Bulletins are issued to customers as part of continuing configuration

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management service. Updated Design and Master Data Sheets Aperture Cards and Tool Bulletins are periodically distributed to all IAE customers, including Spirit.

#### 4.8.2 Engine Accessory Test Equipment and Engine Transportation Equipment Requirements:

Engine accessory test equipment and engine transportation equipment general requirements and specifications are defined and made available to Spirit. If requested, the Tooling and Support Equipment Group will assist Spirit in the definition of engine accessory test and engine transportation equipment required for specific IAE needs.

#### 4.8.3 Support Equipment Logistics Planning Assistance:

The Tooling and Support Equipment Group shall provide, at Spirit's request, special support equipment lists which reflect the customer's unique requirements such as mix of engine models and desired level of maintenance to aid in support of equipment requirements planning.

### 4.9 TECHNICAL PUBLICATIONS

IAE and its subcontractors produce publications and maintenance information as described below to support the maintenance and modification requirements of the airline customer. The publications are prepared in general accordance with Air Transport Association of America (ATA) Specification No. 100. The manuals will be available to Spirit subject to IAE's current terms and conditions.

IAE supplies the airplane manufacturer with all the necessary information required to perform "On-Aircraft" engine maintenance, troubleshooting, and servicing. This information is developed through close coordination between the airplane manufacturer and IAE and is integrated by the airplane manufacturer into its maintenance publications.

In addition, listed and described below are the publications that IAE will make available to support Spirit's maintenance program:

#### 4.9.1 Engine Manual

The Engine Manual is a document which will be structured in accordance with ATA 100 section 2-13-0 with JEMTOSS applied in accordance with section 2-13-14. The manual will provide, in one place, the technical data requirements for information needed to maintain the engine and the maximum potential number of parts that could, regardless of design responsibility, remain with the engine when it is removed from the airplane. Additionally the manual includes coverage of interrelated parts (e.g. thrust reverser, cowlings, mounts, etc.) that can stay with the airplane when the engine is removed or can be removed for maintenance purposes in lieu of individual component maintenance manuals.

#### 4.9.2 Standard Practices Manual

The Standard Practices Manual supplements the Engine Manual by providing, in a single document, all IAE recommended or approved general procedures covering general torques, riveting, lockwiring, cleaning policy, inspection policy standard repairs, etc., and marking of parts.

#### 4.9.3 Illustrated Parts Catalog

The Illustrated Parts Catalog will be structured in accordance with ATA 2-14-0 and is a document which is used in conjunction with the Engine Manual for the identification and requisitioning of parts and assemblies. Its ATA structure is to be compatible with the Engine Manual Structure. Additionally the manual includes coverage of interrelated parts (e.g. thrust reverser, cowlings, mounts, etc.) that can stay with the airplane when the engine is

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removed or can be removed for maintenance purpose in lieu of individual component maintenance manuals.

#### **4.9.4 IAE Proprietary Component Maintenance Manuals**

These manuals will be structured in accordance with ATA 2-5-0 and will cover data for chapters other than 71, 72, and 78.

#### **4.9.5 Subcontractor Component Maintenance Manuals**

These manuals will be structured in accordance with ATA 2-5-0 and are prepared directly by the accessory manufacturers. All accessory data is subject to IAE prepublication review and approval.

#### **4.9.6 Engine and Accessory Component Service Bulletins**

Each Engine and Accessory Component Service Bulletin will be produced in accordance with ATA 2-7-0. They will cover planning information, engine or component effectivity, reason for Bulletin, recommended compliance, manpower requirements, and tooling information relating to parts repair or modification. Subcontractor prepared Accessory Component Service Bulletins are reviewed by IAE prior to issuance. Alert Service Bulletins will be issued on all matters requiring the urgent attention of Spirit and will generally be limited to items affecting safety. The Bulletin will contain all the necessary information to accomplish the required action.

#### **4.9.7 Operating Instructions**

Engine operating instructions are presented in the form of General Operating Instructions supplemented by V2500 Specific Engine Operating Instructions which provide operating information, procedures, operating curves and engine limits.

#### **4.9.8 Facilities Planning and Facility Equipment Manuals**

The Facilities Planning Manual outlines the requirements for engine/component overhaul, maintenance, and test facilities in terms of basic operations, processes, time studies and equipment. The Facility Equipment Manual lists and describes the facility equipment used for engine maintenance, overhaul and repair.

#### **4.9.9 Support Equipment Numerical Index**

The Indexes, prepared for each major engine model, provide a listing, in numeric sequence, by maintenance level, of all IAE ground support equipment required to maintain and overhaul the engine. The Listings are cross-indexed to the applicable engine dash model and to the chapter and section of the Engine Manual.

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#### **4.9.10 Technical Publications Index**

This index contains a listing of available technical manuals and their contents.

#### **4.9.11 Service Bulletin Index**

This index will be in a format and on a revision schedule as determined by IAE.

#### **4.9.12 Vital Statistics Logbook**

The VSL provides the following information for each production engine on IAE's interactive website.

- Identification of major engine and nacelle components by part number, serial number and ATA - location.
- Engine Test Acceptance Certificate.
- List of all incorporated serialized parts by part number, serial number and ATA - Location. This list also includes an Industry Item List to identify specific parts by part number, serial number and ATA - Location which the airline customer may choose to monitor during the engine operational life. The parts listed represent approximately 80% of engine total value.
- List of all incorporated life limited parts by part number, serial number and ATA - location.
- List of all Service Bulletins that were incorporated during initial build of each new engine.

#### **4.9.13 Revision Services:**

Regular, temporary, and "as required" revisions to technical publications will be made during the service life of IAE equipment. IAE's current standard is ninety (90) days. The utilization of advanced techniques and equipment provides the airline customer with expedited revision service.

#### **4.9.17 Distribution Media Options:**

All publications are distributed via DVD or CDROM depending on the publication. Most of the publications are also available on IAE's interactive website.

### **5.0. SPARE PARTS**

#### **5.1 SPARE PARTS SUPPORT**

The Spare Parts Group provides the following categories of spare parts support to Spirit, as requested by Spirit:

- - Individual Customer Account Representatives
  - - Provisioning
-

- - Planning
- - Order Administration
- - Spare Parts Inventory

Page 44 of 44

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- - Effective Expedite Service
- - Worldwide Distribution

#### 5.1.1 Account Representative:

An Account Representative shall be assigned to Spirit. This representative provides individualized attention for effective spare parts order administration, and is the customer's interface on all matters pertaining to new part planning and procurement. Each representative is responsible for monitoring Spirit's requirements and providing effective administrative support. The Account Representatives shall be thoroughly familiar with Spirit's spare parts ordering policies and procedures and are responsible for ensuring that all of Spirit's new parts orders are processed in an effective manner.

#### 5.1.2 Spare Parts Provisioning Planning:

Prior to delivery of the first Spirit aircraft, preplanning discussions will be held to determine the aircraft/engine program, and engine spare parts provisioning and order plans. Mutually agreed upon provisioning target dates are then established and on-time completion tracked by Spirit's Account Representative with the assistance of logistics specialists in Spare Parts Provisioning and Inventory Management. Meetings are held with Spirit at a mutually agreeable time to review suggested spare parts provisioning lists prepared by Spare Parts Provisioning. These lists are designed to support Spirit's particular fleet size, route structure and maintenance and overhaul program.

#### 5.1.3 Order Administration:

IAE subscribes to the general principles of Air Transport Association of America (ATA) Specification No. 2000, Integrated Data Processing - Supply. The procedures of Air Transport Association of America (ATA) Specification No. 200 may be used for Initial Provisioning (Chapter II), Order Administration (either Chapter III or Chapter VI), or Invoicing (Chapter IV).

A spare parts supply objective is to maintain a 90 percent on-time shipment performance record to Spirit's requirements. The lead time for replenishment spare parts is identified in the IAE spare Parts Price Catalog. Initial provisioning spare parts orders should be placed at least six months prior to required delivery, while conversions and major modifications require full manufacturing lead times.

The action to be taken on emergency requests will be answered as follows:

- Aircraft-On-Ground (AOG) - within four hours (in these instances every effort is made to ship immediately).
  - Critical (Imminent Aircraft-On-Ground (AOG) or Work Stoppage) -- Within 24 hours.
  - Stock Outage -- Within seven working days (these items are shipped as per Spirit's request).
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#### 5.1.4 Spare Parts Inventory:

To ensure availability of spare parts in accordance with published lead time, spare parts provisioning maintains a modern, comprehensive requirements planning and inventory management system which is responsive to changes in Spirit's demand, special support programs and engineering design. Organized on an engine model basis, this system is intended to maintain part availability for delivery to customers consistent with published lead times.

A majority of parts in the spare parts inventory are continually controlled by an Automatic Forecasting and Ordering System. Those parts which do not lend themselves to automatic control due to supercedure, unusual usage or conversion requirements are under the direct manual control of Spares Planning personnel. As additional protection against changes in production lead time or unpredicted demand, certain raw materials are also inventoried. Successful inventory management is keyed to accurate requirements planning. In support of the requirements planning effort, a wide ranging data retrieval and analysis program is offered. This program concerns itself both with the customer logistics and technical considerations as follows:

Page 45 of 45

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- Forecasts of life limited parts requirements are requested and received semi-annually from major customers. Based on the size of Spirit's order, Spirit shall be considered a major customer.
- Engine technical conferences are held frequently within IAE to assess the impact of technical problems on parts.
- For a selected group of parts a provisioning conference system is offered which considers actual part inventory change, including usage and receipts, as reported monthly by participating customers.

#### 5.1.5 Packaging

All material is packaged in general compliance with Air Transport Association of America (ATA) Specification No. 300.

#### 5.1.6 World Airline Supplier's Guide:

IAE subscribes to the supply objectives set forth in the World Airlines Supplier's Guide published by the Air Transport Association of America (ATA). IAE requires that its proprietary component vendors also perform in compliance with the precepts of the World Airline Suppliers' Guide.

Page 46 of 46

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#### Exhibit D Warranties

[\*\*\*]

**Exhibit E**  
**Guarantees**

[\*\*\*]



400 Main Street, M/S 121-10  
East Hartford, CT 06108 USA  
October 1, 2013

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

**Subject:** **Side Letter No. 1 to the Amended and Restated V2500-A5 General Terms of Sale between IAE International Aero Engines AG and Spirit Airlines, Inc., October 1, 2013**

Gentlemen:

We refer to the Amended and Restated V2500-A5 General Terms of Sale dated October 1, 2013 between IAE International Aero Engines AG ("IAE") and Spirit Airlines, Inc. ("Spirit"), as amended from time to time, such agreement being hereinafter referred to as the "Contract". Unless expressly stated to the contrary, and to the extent possible, terms used in this Side Letter No. 1 ("Side Letter No. 1") shall have the same meaning given to them in the Contract.

**WHEREAS:**

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- A. IAE and Spirit previously entered into the 2005 GTA, and subsequently entered into the 2006 Proposal, both of which have been superseded by the Contract; and
- B. This Side Letter No. 1 amends the Contract so as to provide certain financial and technical assistance to Spirit in support of Spirit's selection of the V2500 engine to power its Aircraft, and in support of the integration of the Aircraft into its fleet.

**NOW, THEREFORE**, in consideration of the mutual benefits and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Fleet Introductory Assistance Credits**

- 1.1 In consideration of Spirit's agreement to purchase Aircraft No. 20 through Aircraft No. 40 inclusive, in accordance with the Contract, and to assist Spirit with the introduction of the Aircraft into its fleet, IAE shall issue credit notes to Spirit's account with IAE in the following amounts (each a "Standard FIA Credit"):

Aircraft Type	Credit (Jan-06 US\$)	Issued at Delivery & Acceptance of:
A319 (V2524-A5)	[***]	Each A319 Aircraft
A320 (V2527-A5)	[***]	Each A320 Aircraft
A321 (V2533-A5)	[***]	Each A321 Aircraft

Page 49 of 49

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For clarity, the financial assistance provided by IAE for Aircraft No. 1 through Aircraft No. 19 inclusive was issued in accordance with the 2006 Proposal.

- 1.2 [\*\*\*]
  - 1.3 [\*\*\*]
  - 1.4 [\*\*\*]
  - 2. **Spare Engine Credits**
-

- 2.1 In consideration of Spirit agreeing to purchase the Spare Engines in accordance with the Contract, and to assist Spirit with such purchase, IAE shall credit Spirit's account in accordance with the following values for the corresponding Spare Engines (each a "Spare Engine Credit"):

<b>Engine Type</b>	<b>Credit (Jan-06 US\$)</b>	<b>Issued on Delivery &amp; Acceptance of:</b>
V2524-A5	[***]	Each Firm Spare Engine
V2527-A5	[***]	Each Firm Spare Engine
V2533-A5	[***]	Each Firm Spare Engine
V2524-A5	[***]	Each Option Spare Engine

- 2.2 [\*\*\*]

- 2.3 Each Spare Engine Credit [\*\*\*] shall be issued upon delivery to Spirit of the corresponding Firm or Option Spare Engine. Spirit agrees to provide IAE with written notice confirming acceptance of the corresponding Firm or Option Spare Engine promptly after acceptance.

- 2.4 Each Spare Engine Credit [\*\*\*] shall be used by Spirit for payment against the corresponding spare Engine invoice.

**3. Credit and Engine Pricing Escalation**

- 3.1 The FIA Credits and Spare Engine Credits, referenced in Sections 1and 2above, are subject to escalation in accordance with the IAE Escalation Formula set forth in Exhibit B-3 to the Contract, and shall be escalated from a base month of January 2006 (the "Base Month") to the earlier of the scheduled delivery date as set forth in Exhibit B-1 (and B-2 if applicable) of the Contract or the actual delivery date of the applicable Aircraft or Spare Engine (the "Base Escalated Credit").

- 3.2 [\*\*\*]

- 3.3 [\*\*\*]

- 3.4 [\*\*\*]

- 3.5 Upon delivery of each Aircraft, IAE will, as of the respective dates of delivery of each of the Aircraft delivered to Spirit, calculate the difference (if any) between:

- (a) The Deemed Shipset Price (as defined below) escalated in accordance with Section 3.1 above; minus
- (b) The Deemed Shipset Price escalated in accordance with Section 3.1 above and capped in accordance with Section 3.2 above.

IAE will adjust the amount of the FIA Credits due and payable to Spirit for each such Aircraft by such difference. For the purposes of administering this provision, the "Deemed Shipset Price" is as follows:

Aircraft Type	Deemed Shipset Price (Jan-06 US\$)
A319 (V2524-A5)	[***]
A320 (V2527-A5)	[***]
A321 (V2533-A5)	[***]

- 4. [\*\*\*]
- 5. [\*\*\*]

- 5.1 Clause 6.3 of the Contract, [\*\*\*], is deleted in its entirety and replaced with the following:

"6.3 [\*\*\*]

6.3.1 [\*\*\*]

6.3.2 [\*\*\*]

6.3.3 IAE shall have the right to set off credits from time to time made available by IAE under the Contract either directly to Spirit or via Airbus or its subsidiaries and affiliates, in respect of the failure by Spirit, after any applicable grace period, to cure any payment default under (i) the Contract or (ii) [\*\*\*], or (iii) the Fleet Hour Agreement."

- 6. [\*\*\*]
- 7. Customer Support

**7.1      Customer Support Manager**

IAE will assign a V2500-A5 customer support manager for Spirit who will coordinate the business and technical support services needed to support the Engines in Spirit's fleet.

**7.2      Customer Support Representative**

A customer support representative will be assigned to Spirit to assist Spirit on site in preparing for Engine operation. Such representation will be provided to Spirit at no charge, for a period of three (3) years from entry-into-service of the first Aircraft and thereafter for so long as Spirit operates a minimum of ten (10) Aircraft. The customer support representative will provide the services described and attributed to the representative in the Product Support Plan attached a Exhibit C to the Contract.

Page 51 of 51

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The customer support representative will be supplied, subject to the condition that Spirit provides the following free-of-charge to the representative in connection with his or her duties:

- (a)                  Reasonable office accommodation including access to telephone, fax, and internet; and
- (b)                  Access to such first-aid and emergency assistance as is customarily supplied to Spirit's own employees.

Spirit agrees and acknowledges that the representative shall at all times remain an employee of IAE and shall, in such capacity, be entitled to holiday and vacation period as are granted by IAE to its employees. However, such leaves shall not interfere with IAE's provision of the customer support services to Spirit, and should any leave for a customer support representative extend beyond forty-five (45) days, IAE agrees to provide a substitute representative to ensure continuity of service. Notwithstanding the foregoing, at no time shall any IAE customer support representative be considered an employee or independent contractor of Spirit. The customer support representative will provide on-site technical support for Engines at Spirit's line stations, upon Spirit's reasonable request, on an as-required basis to be determined by IAE. Spirit agrees to provide free of charge airfare from Spirit's main base to any such line station as well as a reasonable allowance for per diem and hotel expenses.

**8.      Customer Training**

- 8.1                IAE shall provide, subject to availability, Spirit [\*\*\*] formal training programs covering courses [\*\*\*] for a maximum of [\*\*\*] for qualified Spirit personnel (of which [\*\*\*] have been used as of the date of this Side Letter No. 1), for a period of [\*\*\*] from entry-into-service of the first Aircraft, for so long as Spirit operates one or more Aircraft in commercial service.
-

8.2        [\*\*\*]

9.        [\*\*\*]

**10.        Assignment**

10.1      Clause 6.7 of the Contract, Assignment, is deleted in its entirety and replaced with the following:

"6.7.1                  Except as otherwise agreed herein, Spirit may not assign in whole or part any of its rights or obligations under the Contract without the written consent of IAE (such consent not to be unreasonably withheld).

6.7.2                  [\*\*\*]

6.7.3                  [\*\*\*]

6.7.4                  [\*\*\*]

6.7.5                  [\*\*\*]

6.7.6                  IAE may, without recourse, assign its rights and/or delegate its obligations under this Agreement to any subsidiary or affiliate of IAE or United

Page 52 of 52

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Technologies Corporation, or in connection with a merger, consolidation, reorganization, or voluntary sale or transfer of its assets; provided that such assignee/delegate is: (i) solvent at the time of such transfer and (ii) authorized by the applicable regulatory authorities, as necessary, to perform or procure the performance of all obligations being delegated/assigned; and (iii) able, in IAE's sole, reasonable discretion, to make all payments required by IAE to be made to Spirit under the Contract."

**11.        Miscellaneous**

**11.1        Entire Agreement; Conflicts**

This Side Letter No. 1 and the Contract constitute the sole and entire agreement between Spirit and IAE in relation to the matters set forth herein and shall supersede all previous agreements between Spirit and IAE, both oral and in writing, as of the date hereof. In the event of any conflict between the

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Contract and this Side Letter No. 1, the terms of this Side Letter No. 1 shall control and the Contract shall be deemed modified accordingly.

11.2      Amendment

This Side Letter No. 1 shall not be amended, changed or modified in any way other than by agreement in writing, signed by Spirit and IAE, which is expressly stated to amend this Side Letter No. 1.

11.3      Proprietary Information

This Side Letter No. 1 shall be subject to the confidentiality and non-disclosure provisions of the Contract.

11.4      Governing Law

This Side Letter No. 1 shall be subject to the governing provisions of the Contract.

11.5      Counterparts

This Side Letter No. 1 may be executed in one or more counterparts, each of which shall be deemed a duplicate original and all of which, when taken together, shall constitute one and the same document. Execution and delivery of this Side Letter No. 1 by exchange of facsimile copies or electronic mail bearing the signatures of the parties shall constitute a valid and binding execution and delivery of this Side Letter No. 1 by the parties.

Except as expressly amended by this Side Letter No. 1, all provisions of the Contract remain in full force and effect.

Agreed to and accepted on behalf of:

**IAE International Aero Engines AG**

By:            /s/ Rick Deurloo  
Name:          Rick Deurloo  
Title:         SVP Sales  
Date:         10/2/13

Agreed to and accepted on behalf of:

**Spirit Airlines, Inc.**

By:            /s/ Charles A. Rue  
Name:          Charles A. Rue  
Title:         VP Supply Chain  
Date:         10/1/13

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

**EXECUTION VERSION**

**V-Services<sup>SM</sup>  
Fleet Hour Agreement**

**by and between**

**SPIRIT AIRLINES, INC.**

**and**

**IAE INTERNATIONAL AERO ENGINES AG**

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## TABLE OF CONTENTS

- 1. Definitions 3
  - 2. FHA Services 6
  - 3. Period of Cover 6
  - 4. Shop Visit Coverage 6
  - 5. Lease Engine Support 7
  - 6. Transportation 7
  - 7. General Fleet Hour Agreement Services 7
  - 8. Excess Work 8
  - 9. Obligations of Spirit 8
  - 10. FHA Rates and Payment 12
  - 11. Fleet Flexibility 15
  - 12. Maintenance Center Requirements 15
  - 13. Insurance 16
  - 14. Warranties; Limitation of Liability 16
  - 15. Delays 17
  - 16. Duplicate Benefits 17
  - 17. Intellectual Property 17
  - 18. Amendment 18
  - 19. Assignment 18
  - 20. Notices 18
  - 21. Exclusion of Other Provisions and Previous Understandings 18
  - 22. Termination, Expiration and Events of Default 19
  - 23. Negation of Waiver 20
  - 24. Severability and Partial Invalidity 20
  - 25. Governing Law 20
  - 26. Publicity 20
  - 27. Confidentiality 21
  - 28. Compliance with All Applicable Laws and Regulations 21
  - 29. No Construction Against Drafter 21
  - 30. Damages 22
  - Exhibit A Aircraft and Spare Engine Delivery Schedules 23
  - Exhibit B FHA Escalation Formula 26
  - Exhibit C Accessories 27
  - Exhibit D V2500 Turbofan Engine Model Specifications 28
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Exhibit E Powerplant Description 29

Exhibit F Addresses 31

Exhibit G Engine Monitoring Services 32

Exhibit H Excess Work Rates 35

Exhibit I FHA Rate Adjustment Tables 36

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#### FLEET HOUR AGREEMENT

This Fleet Hour Agreement (together with all exhibits and schedules hereto, this "Agreement") is made this 1<sup>st</sup> day of October 2013, by and between

IAE INTERNATIONAL AERO ENGINES AG

A joint stock company organized and existing under the laws of Switzerland, with a place of business at 400 Main Street, M/S 121-10, East Hartford, CT 06108 (hereinafter called "IAE").

AND

SPIRIT AIRLINES, INC.

A corporation organized and existing under the laws of Delaware, with a place of business at 2800 Executive Way, Miramar, Florida 33025 (hereinafter called "Spirit").

Each a "Party" and together the "Parties".

**WHEREAS:**

- A. Spirit has firmly ordered (i) thirty (30) new A320 family aircraft from Airbus all to be powered by IAE V2500-A5 engines and (ii) four (4) new V2500-A5 spare engines from IAE all of which will be operated by Spirit (the "New Engine Fleet");
  
  - B. IAE and Spirit have entered into a V2500® General Terms of Sale dated October 1, 2013, as amended from time to time, including all exhibits, schedules, appendices, side letters and amendments thereto (collectively, the "New Engine Fleet GTA") for the provision of V2500-A5 engines, modules, spare parts, tools, equipment, and product support services for the support and operation of the New Engine Fleet;
  
  - C. IAE and Spirit previously entered into the Amended and Restated V2500® General Terms of Sale dated October 1, 2013 for sale and support of certain V2500-powered Airbus A320 family aircraft and V2500 spare engines already in operation with Spirit (the "Existing Fleet GTA");
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- D. IAE and Spirit have also previously entered into an Amended and Restated V-Services<sup>SM</sup> Fleet Hour Agreement dated October 1, 2013 for the provision of certain off-wing maintenance for certain V2500-A5 engines already in operation with Spirit (the "Existing Fleet FHA")
- E. IAE and Spirit now wish to agree upon terms whereby IAE shall arrange for, manage and subcontract certain maintenance of the Eligible Engines as defined herein.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

**1. Definitions**

- 1.1     "Accessory" or "Accessories" includes those items listed in Exhibit C to this Agreement.
- 1.2     "Airbus" shall mean Airbus SAS.
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- 1.3     "Aircraft" shall mean all or each of the thirty (30) A320 family aircraft powered by V2500-A5 engines to be delivered in accordance with the schedule set forth in Exhibit A hereto, as amended, supplemented or otherwise modified from time to time in accordance with the provisions hereof and of the New Fleet GTA.
- 1.4     "Aircraft Maintenance Manual" or "AMM" means the aircraft maintenance manual published by Airbus for the Aircraft.
- 1.5     "Airworthiness Directive" shall mean any applicable airworthiness directive issued by the Aviation Authority based on certification rules current as of the date of this Agreement.
- 1.6     "Aviation Authority" shall mean the FAA.
- 1.7     "Beyond Economic Repair" shall mean wear, tear or damage to an item of Eligible Equipment beyond economic repair.
- 1.8     "BFE Item" shall mean those items listed as such in Exhibit E of this Agreement.
- 1.9     "Business Day(s)" shall mean a day other than a Saturday, Sunday or holiday scheduled by law for commercial banking institutions in the City of New York, New York, United States.
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- 1.10     "Day" means a calendar day.
- 1.11     "EBU Item" shall mean those items listed as such in Exhibit E to this Agreement originally installed on the Eligible Engines or acquired new and dedicated solely for the support of Eligible Engines.
- 1.12     "Eligible Engine(s)" shall mean the new Engines originally installed on the Aircraft and the Spare Engines. Exhibit A to this Agreement identifies the Eligible Engines by serial number and will be updated from time to time to: (i) add Eligible Engines and serial numbers as Spirit takes delivery of the Aircraft and the Spare Engines and (ii) to remove Eligible Engines in accordance with Section 11 hereto.
- 1.13     "Eligible Engine Flight Cycles" shall mean [\*\*\*].
- 1.14     "Eligible Engine Flight Hours" shall mean [\*\*\*].
- 1.15     "Eligible Equipment" shall mean Eligible Engines.
- 1.16     "Eligible Removal" shall mean [\*\*\*].
- 1.17     "Engine(s)" shall mean the basic IAE V2500-A5 turbofan engine, described in the V2500 Turbofan Engine Model Specification(s) set forth in Exhibit D of the Agreement, and which excludes Accessories, EBU Items, QEC Items and Nacelle Items.
- 1.18     "Engine Manual" shall mean the IAE document which sets forth the requirements for Engine off-wing repair.
- 1.19     "Excess Work" shall mean work undertaken by the Maintenance Center during a Shop Visit pursuant to this Agreement, which is further described in Section 8 of this Agreement.
- 1.20     "FAA" shall mean the United States Federal Aviation Administration.
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- 1.21     "Failure" shall mean [\*\*\*].
- 1.22     "FHA" shall mean this Fleet Hour Agreement.
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- 1.23     "FHA Administration Manual" means the logistical plan and instructions described in Section 7 of this Agreement.
- 1.24     "FHA Manager" shall mean the manager provided by IAE for the support of the operation of this Agreement in accordance with the provisions of Section 7.3 of this Agreement.
- 1.25     "FHA Rate(s)" shall mean the rate(s) collectively as set forth in Section 10 below.
- 1.26     "Foreign Object Damage" shall mean [\*\*\*].
- 1.27     "Line Maintenance" shall mean any work required to be carried out on an Engine in accordance with the appropriate Aircraft Maintenance Manuals and which can be accomplished either on-wing or off-wing without requiring the induction of such Engine into a Maintenance Center.
- 1.28     "Life Limited Parts" or "LLPs" shall mean the Parts identified in Chapter 5 of the V2500-A5 Engine Manual as having specific life limits.
- 1.29     "Maintenance Center" shall mean the IAE shareholder maintenance center designated by IAE in consultation with Spirit, from time to time to perform services under this Agreement and which is approved by the Aviation Authority as a certified repair station.
- 1.30     "Maintenance Management Plan", "MMP" or "eMMP" shall mean the then-current V2500 engine maintenance planning document described in Section 7 of this Agreement.
- 1.31     "Miscellaneous Shop Visit" shall mean [\*\*\*].
- 1.32     "Nacelle Items" shall mean those items listed in Exhibit E as "DPP" (demountable power plant) items or "PP" (positionized power plant) items originally installed on the Eligible Engines or acquired new and dedicated solely for the support of Eligible Engines.
- 1.33     "Part(s)" shall mean [\*\*\*].
- 1.34     "Period of Cover" shall mean the period in which IAE agrees to provide the services pursuant to this Agreement, as set out in Section 3 of this Agreement.

- 1.35      "QEC Item" shall mean those items listed as such in Exhibit E to this Agreement originally installed on the Eligible Engines or acquired new and dedicated solely for the support of Eligible Engines.
- 1.36      "Restoration Shop Visit" or "RSV" shall mean [\*\*\*].
- 1.37      "Service Bulletin(s)" shall mean those V2500 service bulletins issued by IAE with categories 1 to 6 that are designated as "target" service bulletins in the MMP.
- 1.38      "Shop Visit" shall mean a Restoration Shop Visit or a Miscellaneous Shop Visit.
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- 1.39      "Spare Engine(s)" shall mean all or each of the four (4) new V2500-A5 firmly ordered spare Engines either purchased or to be purchased by Spirit from IAE to be delivered in accordance with the schedule set forth in Exhibit A of this Agreement.
- 1.40      "Testable Engine" shall mean [\*\*\*].
- 1.41      "Transportation Coverage" shall mean the services provided to Spirit under Section 6 of this Agreement.
- 1.42      "Workscope" shall mean an IAE written repair request to the Maintenance Center(s) compliant with the MMP, approved by Spirit, such approval not to be unreasonably withheld, that authorizes the Maintenance Center(s) to undertake work on Eligible Equipment.

**2. FHA Services**

IAE shall provide to Spirit the following FHA service coverage for the Period of Cover for each Eligible Engine:

- 2.1      Engine Shop Visit Coverage in accordance with the terms of Section 4
- 2.2      Lease Engine Coverage in accordance with the terms of Section 5.
- 2.3      Transportation Coverage in accordance with the terms of Section 6.
- 2.4      General FHA Services in accordance with the terms of Section 7.
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2.5 Excess Work as required in accordance with the terms of Section 8.

The provision of such coverage by IAE is subject to Spirit's fulfillment in all material respects of its obligations under Section 9.

**3. Period of Cover**

This FHA shall become effective on the date of first commercial service of an Eligible Engine and will remain in force and effect for a period of [\*\*\*] for each such Eligible Engine.

**4. Shop Visit Coverage**

Each Eligible Engine following an Eligible Engine Removal shall be forwarded to the Maintenance Center. IAE shall communicate the Workscope to the Maintenance Center and cause the Maintenance Center to complete the Shop Visit in accordance with such Workscope. IAE shall pay to the Maintenance Center all charges directly incurred in respect of goods, work and services carried out during the Shop Visit for the following items:

4.1 [\*\*\*]

4.2 IAE will use commercially reasonable efforts to provide the following documentation to Spirit following the release of an Eligible Engine from a Maintenance Center following a Restoration Shop Visit:

4.2.1 [\*\*\*];

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4.2.2 [\*\*\*]; and

4.2.3 provide an invoice for any Excess Work arising from such Eligible Engine's Restoration Shop Visit as soon as practicable but no later than [\*\*\*], if applicable.

4.3 IAE's obligations for an Engine Shop Visit caused by Foreign Object Damage shall be limited to the provision of repair work and Parts provided through the Maintenance Center to a maximum of [\*\*\*] per event [\*\*\*].

4.4 [\*\*\*]

4.5 [\*\*\*]

**5. Lease Engine Support**

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- 5.1 IAE or its designee will maintain a worldwide fleet of spare Engines available for lease by Spirit on an as needed basis. Should Spirit require a spare Engine (a "Lease Engine") from IAE or its designee, IAE or its designee will make such Leased Engine available to Spirit under IAE or its designee's then-current standard short term engine lease agreement for V2500 Engines (IATA Master Short Term Lease Agreement, form 5016 00 ("IATA Agreement")), provided that Spirit acquires and continues to operate and maintain the recommended number of Spare Engines for its Aircraft fleet.
- 5.2 [\*\*\*]
- 5.3 [\*\*\*]
- 5.4 [\*\*\*]
- 5.5 Unless otherwise determined by the FHA Manager, acting reasonably, Spirit is to return each Lease Engine within [\*\*\*] the need for such Lease Engine is alleviated.

## **6. Transportation**

- 6.1 Spirit shall deliver Eligible Engines to IAE in a Testable Engine configuration for each Shop Visit and the Accessories related to such Eligible Engines shall be in a serviceable condition.
- 6.2 [\*\*\*]
- 6.3 [\*\*\*]
- 6.4 [\*\*\*]
- 6.5 [\*\*\*]
- 6.6 [\*\*\*]
- 6.7 Transportation coverage as set forth in this Section 6, is subject to a cap of [\*\*] per Eligible Shop Visit, escalated in accordance with Section 10.1.6.
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**7. General Fleet Hour Agreement Services**

IAE shall provide the following additional Fleet Hour Agreement services:

- 7.1 IAE shall supply Spirit with a V2500-A5 electronic Maintenance Management Plan that shall establish the maintenance requirements including LLP management, incorporation of applicable Service Bulletins and Aviation Authority Airworthiness Directive requirements and Eligible Engine removal planning ("MMP"). The MMP shall be consistent with the relevant provisions of this Agreement and shall be revised and updated at least once a year, taking into account Spirit's then-current operation in consultation with Spirit and fleet-wide operational experience, among other considerations. Additionally, an FHA Administration Manual may be mutually agreed between the parties, which shall establish a logistical plan and instructions for Spirit to facilitate performance by Spirit and IAE under this Agreement.

[\*\*\*]

- 7.2 Engine monitoring data program services set forth in Exhibit G;

- 7.3 an FHA Manager based at IAE's offices who shall be the point of contact for Spirit, twenty four (24) hours per day seven (7) days per week, in respect of the services described in this Agreement. The following responsibilities of IAE shall normally be undertaken by the FHA Manager:

[\*\*\*]

**8. Excess Work**

- 8.1 Any costs incurred by IAE or the Maintenance Center not covered under this Agreement shall be Excess Work and shall be paid for by Spirit in accordance with Section 10.2 of this Agreement. Excess Work shall include any labor, material and other charges for Eligible Engines that arise from the following:

[\*\*\*]

- 8.2 In the event IAE, following consultation with Spirit, determines that an Eligible Engine requires a Shop Visit that will be considered entirely to be Excess Work, then the IAE FHA Manager shall so notify Spirit and IAE shall perform such work.

- 8.3 [\*\*\*]

- 8.4 [\*\*\*]

- 8.5 [\*\*\*]

- 8.6 [\*\*\*]

- 8.7 [\*\*\*]

- 8.8 [\*\*\*]

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## **9. Obligations of Spirit**

Spirit agrees to fulfill the following responsibilities and perform the following tasks and to reasonably cooperate with IAE in the performance of IAE's responsibilities hereunder.

### **9.1 Data and Procedures**

Spirit shall at its own expense maintain Eligible Engine electronic condition monitoring capabilities for each Eligible Engine, and with respect to information and data required for the performance of this Agreement, Spirit shall:

9.1.1 maintain, collect and provide to IAE performance trend monitoring data on each Eligible Engine in accordance with Exhibit G, maintain timely records in form and detail sufficient for the accurate and expeditious administration of the terms of this Agreement including the assessment of operating conditions relative to those set out in Section 10.4 of this Agreement;

9.1.2 make available, and provide access to IAE's provider of electronic condition monitoring data analysis, all data collected in accordance with 9.1.1 above in an electronic format agreed to by IAE, as required for the operation and administration of this Agreement;

9.1.3 implement and follow the IAE reasonable recommendations resulting from analysis of the performance trend monitoring data;

9.1.4 within ten (10) Business Days after the end of each month during the Period of Cover, report to IAE, in an electronic format agreed to by IAE, the hours and cycles flown, take off derate, and day temperature for each flight by each Eligible Engine during the preceding month;

9.1.5 ensure that all data reasonably required by IAE (including borescope reports) to facilitate the correction of any problem causing an Eligible Engine Removal is promptly made available to IAE;

9.1.6 provide for each Eligible Engine, no later than two (2) Business Days following Eligible Removal, a removal report containing the following information with respect to the Eligible Engine:

(a) a record of Eligible Engine total time and cycles;

(b) position on the aircraft, aircraft number, and date of Eligible Engine removal;

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- (c) reason for removal, flight and ground indications prior to and related to removal;
- (d) module rework history with time since new, time since overhaul and time since repair provided such module was serviced outside of this Agreement;
- (e) any borescope reports detailing any open discrepancies;
- 
- (f) total LLP time, LLP part numbers, serial numbers, cycle limits, time since new, cycles since new, remaining cycles, and take-off bump cycles, if applicable;
- (g) latest build standard record;
- (h) records with respect to any Accessories, including part numbers, serial numbers, time and cycles since new, overhaul, Repair, or bench test, and a description of prior work performed for each item unless Spirit directs IAE where to send such Accessories;
- (i) if applicable, a non-incident certification in customary form that the Eligible Engine and all parts installed thereon:
- (i) have been operated and maintained in accordance with applicable IAE and Airbus instructions and manuals;
  - (ii) have not been operated by any government or military service except as civil aircraft on the civil register; and
  - (iii) have not been installed on any engine or module that was subject to any incident, accident, major failure, fire, extreme stress, over temperature outside normal operation, or overspeed; and
- (j) any other data reasonably requested by IAE.
- 9.1.7 provide the Engine serial numbers within thirty (30) Business Days of acceptance by Spirit of each applicable Aircraft covered under this Agreement as described in Exhibit A of this Agreement, as amended, supplemented or otherwise modified from time to time; and
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9.1.8 ensure Eligible Engines are available for FHA services in a Testable Engine configuration (when inducted at the Maintenance Center).

**9.2 Engine Preparation for Transportation**

For the purposes of the transportation of Eligible Engines as required under this Agreement, Spirit shall:

9.2.1 make Eligible Engines available for shipment at Spirit's Main Base no later than ten (10) days prior to their scheduled induction date;

9.2.2 maintain in a serviceable condition one (1) IAE approved transportation stand per spare Eligible Engine plus an additional serviceable IAE approved transportation stand;

9.2.3 at the time of an Eligible Engine Removal, remove the Eligible Engine from the Aircraft, mount it on an IAE approved transportation stand and prepare such Eligible Engine for shipment, all in accordance with the procedures specified in the applicable IAE manuals; and

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9.2.4 ensure that it does not remove from the Maintenance Center the IAE approved transportation stand on which the Eligible Engine was transported to the Maintenance Center so that such stand is available at the Maintenance Center on the day such Eligible Engine undergoes testing, to enable efficient movement of such Eligible Engine to the test cell and return transportation of such Eligible Engine to Spirit.

**9.3 Operation, Maintenance and Troubleshooting of Eligible Equipment**

Spirit shall operate, maintain and troubleshoot the Eligible Equipment compliant with the applicable Airbus operating, maintenance and troubleshooting manuals, the then current MMP for Spirit, and to the extent applicable, IAE's written instructions, including, but not limited to, service information letters, all operator wires and non-modification service bulletins, component maintenance manuals and Airworthiness Directives. Spirit shall incorporate the relevant provisions of the MMP into its then current airworthiness maintenance program.

**9.4 Administration**

9.4.1 Spirit shall cooperate with IAE to fulfill any reasonable administrative or other requirements of the Maintenance Center, including endorsement of Workscopes for Aviation Authority requirements within three (3) Business Days of receipt from IAE. If Spirit fails to respond, within five (5) Business Days, the Workscope will be deemed to be accepted.

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9.4.2 Spirit shall accomplish quality audits and obtain certifications required by the Aviation Authority and IAE for accomplishment of work on the Eligible Engines at the Maintenance Center(s).

9.5 One Time Concessions

Spirit shall not unreasonably withhold its approval of any "one time concessions" approved by IAE and the applicable FAA representative with respect to the Eligible Engines.

9.6 Payment

Spirit shall make payments as required in accordance with Section 10 of this Agreement.

9.7 Records and Audit

9.7.1 The Parties shall maintain adequate records as required to meet their respective obligations and compliance with the applicable provisions of this FHA.

9.7.2 A Party shall not unreasonably condition or deny the other Party access to such adequate and applicable records for the administration of this Agreement. IAE shall allow or cause the Maintenance Center to allow reasonable access to work areas and Eligible Engine records for inspection by Spirit and, at the request of Spirit and subject to the reasonable rules and regulations of the relevant Maintenance Center, any relevant owner, Lessor or their respective designees. Spirit shall be permitted to perform reasonable quality control inspections of each Maintenance Center.

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9.7.3 If IAE or its nominee requires access to the premises of Spirit under this FHA it shall provide reasonable written notice to Spirit and such visit or inspection will be at a time mutually agreeable to the Parties.

9.7.4 Each Party will comply and ensure that its personnel comply with the other Party's conduct policies, rules, regulations and directions governing the conduct of visitors upon their premises.

9.8 Acceptance and Operation

Spirit shall take or, as applicable, have taken delivery of all of the Aircraft and Spare Engines in accordance with the schedule set forth in Exhibit A to this Agreement, as amended, supplemented or otherwise modified from time to time, and shall operate the Aircraft and Spare Engines in regular commercial service as contemplated by Section 10.4 below for the duration of the Period of Cover, subject to Section 11 hereto.

9.9 Provision of Serviceable Accessories

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Spirit shall be responsible for ensuring that each Eligible Engine at the Maintenance Center for a Shop Visit is supported by a full suite of serviceable Accessories required to make the Eligible Engine testable. In the event that the repair or replacement of an Accessory for an Eligible Engine delays the completion of the Shop Visit for such Eligible Engine, such delay shall be considered an Excusable Delay. Alternatively Spirit may request the use of units provided by the Maintenance Center to permit the testing of the Eligible Engine in accordance with Section 8.1.11 above, to the extent the Maintenance Center has such capability.

**10.**

**FHA Rates and Payment**

**10.1           FHA Rates**

10.1.1           The FHA Rate for Restoration Shop Visit Coverage for Eligible Engines during the Period of Cover shall be as follows:

- (a)               For V2524-A5 rated Eligible Engines [\*\*\*] per Eligible Engine Flight Hour;
- (b)               For V2527-A5 rated Eligible Engines [\*\*\*] per Eligible Engine Flight Hour; and
- (c)               For V2533-A5 rated Eligible Engines [\*\*\*] per Eligible Engine Flight Hour.

10.1.2           [\*\*\*]

10.1.3           The FHA Rate for Miscellaneous Shop Visit Coverage for Eligible Engines for the first [\*\*\*] of each Eligible Engine's Period of Cover shall be [\*\*\*] per Eligible Engine Flight Hour.

10.1.4           The FHA Rate for Miscellaneous Shop Visit Coverage for Eligible Engines each year commencing with the [\*\*\*] for each Eligible Engine during the Period of Cover shall be [\*\*\*] per Eligible Engine Flight Hour.

10.1.5           [\*\*\*]

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10.1.6           [\*\*\*]

**10.2           Excess Work Invoices**

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- 10.2.1 Charges for Excess Work shall be invoiced to Spirit by IAE as such Excess Work is performed in accordance with rates identified in Exhibit H.
- 10.2.2 In the event IAE determines that an Eligible Engine requires a Shop Visit that will be considered entirely to be Excess Work, and the Workscope for such Shop Visit is equal to or greater than a level of work that would be performed at a Restoration Shop Visit, then:
- (a) IAE may invoice Spirit its reasonable estimate of the cost of any Excess Work prior to commencement, or during the execution, of such Excess Work. IAE shall invoice Spirit for the balance of the cost of any Excess Work upon receipt of the corresponding invoice from the Maintenance Center (or promptly issue a credit to Spirit's account with IAE for any excess payment received from Spirit); and
  - (b) Spirit shall pay [\*\*\*] of the estimated Excess Work invoice prior to induction of the Eligible Engine into the Maintenance Center and (ii) the entire remaining invoice balance (if any) within [\*\*\*] of Spirit's receipt of the final invoice from IAE.
- 10.3 [\*\*\*]
- 10.4 [\*\*\*]
- 10.5 General Conditions
- 10.5.1 The FHA Rates are predicated upon Spirit:
- (a) maintaining within its fleet of Aircraft an annual average flight cycle of: [\*\*\*] hours for V2524-A5 powered Aircraft, [\*\*\*] hours for V2527-A5 powered Aircraft, and [\*\*\*] hours for V2533-A5 powered Aircraft (each calculated from the moment the wheels of an Aircraft, on which any Eligible Engine is installed, leave the ground on take-off to the moment when the wheels of such Aircraft touch the ground on landing);
  - (b) maintaining an annual average utilization of [\*\*\*] hours per V2524-A5 powered Aircraft, [\*\*\*] hours per V2527-A5 powered Aircraft, and [\*\*\*] hours per V2533-A5 powered Aircraft;
  - (c) maintaining an average engine thrust derate of: [\*\*\*] for V2524-A5 powered Aircraft, [\*\*\*] for V2527-A5 powered Aircraft, and [\*\*\*] for V2533-A5 powered Aircraft, all relative to the name plate thrust rating;
  - (d) maintaining an average ambient temperature for take-off no greater than: [\*\*\*] for V2524-A5 powered Aircraft, [\*\*\*] for V2527-A5 powered Aircraft, and [\*\*\*] for V2533-A5 powered Aircraft;
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- (e) having its main base located at Fort Lauderdale, FL, Detroit, MI, Atlantic City, NJ, or Dallas, TX;
- (f) Spirit operating each Eligible Engine at its originally installed thrust rating (unless otherwise agreed by the Parties);
- (g) acquiring all of the Aircraft and Spare Engines as set forth in Section 9.8;
- (h) after taking delivery of the Spare Engines in accordance with Exhibit A, maintaining a minimum ratio of [\*\*\*] Spare Engines to installed Engines for its Aircraft fleet;
- (i) operating and maintaining the Aircraft and Eligible Engines in accordance with Airbus', IAE's, and other applicable OEM's technical manuals and the eMMP (including Engine rebuild requirements) for the duration of the Period of Cover;
- (j) subject to the provisions of Section 11, operating, and maintaining the Aircraft and Eligible Engines in regular commercial airline operation for the duration of the Period of Cover;
- (k) [\*\*\*]
- (l) acquiring from IAE or its approved sources reasonably sufficient components, parts, and spare Engines at the levels mutually agreed by IAE and Spirit to maintain proper support of the Eligible Engines and Aircraft; and
- (m) [\*\*\*].

10.5.2 In the event Spirit operates the Eligible Engines contrary to the preceding conditions, then IAE may make reasonable and appropriate adjustments to the FHA Rates for Restoration Shop Visit Coverage, as listed in Section 10.1.1 above, in accordance with the FHA Rate adjustment matrices set forth in Exhibit I (the "FHA Rate Adjustment Matrices"), which detail the effects of variations in derate, stage length, annual average utilization, and temperature on such FHA Rates. The FHA Rate Adjustment Matrices will be applied on an engine-by-engine basis at RSV induction. [\*\*\*]

10.5.3 If Spirit acquires additional aircraft powered by V2500-A5 engines or additional V2500-A5 spare engines, then at Spirit's option, IAE and Spirit shall use good faith efforts to negotiate appropriate pricing and conditions to include such additional engines under this Agreement.

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- 10.5.4 In the event that an Eligible Engine leaves this Agreement for reasons beyond the control of Spirit, for example, an Eligible Engine is deemed damaged Beyond Economic Repair and is replaced by Spirit with another Engine, subject to prior written agreement by IAE (not to be unreasonably withheld, conditioned or delayed), the FHA Rates for that Engine and not for all Eligible Engines, will be adjusted.
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10.6 Payment

- 10.6.1 [\*\*\*]
- 10.6.2 Subject to Section 10.6.1 above, Spirit shall pay all invoices submitted by IAE under this Section 10 within [\*\*\*] of receipt by Spirit.
- 10.6.3 Spirit undertakes that IAE shall receive the full undisputed amount of payments falling due under this Section 10, without any withholding or deduction whatsoever. If Spirit has a reasonable dispute with an Excess Work charge from IAE, Spirit will promptly notify IAE of such dispute in writing detailing the grounds for such dispute, but not later than fifteen (15) Business Days after receipt of such Excess Work charge. The Parties agree to use their reasonable, diligent and good faith efforts to reach a final resolution of the disputed Excess Work charge including, if necessary, elevation of the issue to each Party's senior management at the request of the other Party.
- 10.6.4 All payments under this Section 10 shall be made by electronic transfer and shall be deposited not later than the due date of payment with:  
[\*\*\*]  
or to such other account in the United States as IAE may from time to time designate in writing, which designation shall be effective upon receipt by Spirit of such notice.
- 10.6.5 Should Spirit fail to make any material payments to IAE required as set forth in this Section 10 or should Spirit fail to make any material payments to IAE when due under any other agreement between IAE and Spirit and such amount is not subject to a good faith dispute between the Parties, then, notwithstanding any rights which IAE may have in contract or in law, IAE reserves the right to (a) assess interest on such late payment at the rate of the greater of [\*\*\*] or the New York Citibank prime rate plus [\*\*\*] per annum from the date the payment was due to be made until the date such payment is received by IAE, (b) suspend all work on any and all Eligible Engines then currently at the Maintenance Center pursuant to this FHA and/or (c) hold Eligible Engines in IAE's possession or control.

10.7 Taxes and Other Like Charges

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10.7.1 In addition to amounts stated to be payable by Spirit pursuant to this Agreement, Spirit shall pay any and all imposts, taxes, duties, levies, fees, assessments or other like charges (excluding any income, gains, or excess profit, franchise and similar taxes levied on the part of IAE, any Maintenance Center or their respective Affiliates and subcontractors,) which may be imposed by any government or taxing agency thereof arising from performance by IAE or its subcontractors in connection with this Agreement.

10.7.2 All amounts stated to be payable by Spirit pursuant to this Agreement exclude any value added tax, sales tax or similar such tax. In the event that the supply of goods or services under this Agreement is chargeable to any value added tax, sales tax or similar tax, such tax will be borne by Spirit, subject to the receipt of any appropriate documentation that may be required to enable or assist Spirit to

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claim or verify any tax credit, set off, rebate or refund in respect of such taxes paid or payable in connection with supplies under this Agreement.

10.7.3 If either IAE or Spirit becomes aware of any taxes set forth in Sections 10.7.1 and 10.7.2 above, the relevant Party shall promptly notify the other Party, and both parties agree to cooperate, consult in good faith and take such other reasonable steps in order to mitigate to the full extent permitted by law, any such tax.

10.8

[\*\*\*]

11. [\*\*\*]

## **12. Maintenance Center Requirements**

12.1 Certification and Approval

12.1.1 IAE shall ensure that each Maintenance Center must be certificated by FAA or EASA, as applicable.

12.1.2 Each Maintenance Center utilized for Eligible Shop Visits under this Agreement shall be approved in writing by Spirit, such approval not to be unreasonably conditioned, delayed or withheld.

12.1.3 While performing services under this Agreement, IAE shall maintain and cause the Maintenance Center to maintain facilities for services hereunder on Eligible Engines, modules and Parts in accordance with the Engine Manual and IAE's other applicable requirements.

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- 12.1.4                [\*\*\*]
- 12.2                [\*\*\*]
- 12.3                Other Requirements
- 12.3.1                The terms and obligations set forth herein shall apply regardless of the Maintenance Center utilized for services performed hereunder.
- 12.3.2                [\*\*\*]

**13. Insurance**

- 13.1                IAE shall at its own cost and expense procure and maintain (or cause its subcontractors to procure and maintain) in full force and effect during the Period of Cover policies of insurance of the types and in the minimum amounts as stated below:  
[\*\*\*]
- 13.2                [\*\*\*]

**14. Warranties; Limitation of Liability**

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- 14.1                IAE warrants the work performed by a Maintenance Center at the final Shop Visit for each Eligible Engine under this Agreement shall be free from defects in materials and workmanship as follows: If Spirit demonstrates to the reasonable satisfaction of IAE that a defect in the work performed on a Part has caused damage to such Part or any other Part, and Spirit provides written notice to IAE of such damage within [\*\*\*] or within [\*\*\*] after installation of the corresponding Eligible Engine on an Aircraft, or if not installed on an Aircraft, within [\*\*\*] after delivery of the Eligible Engine from the applicable Shop Visit, whichever occurs first, IAE shall, as its sole responsibility for such defect, repair such damage at IAE's own cost and expense. Transportation charges for the return of defectively serviced goods to IAE or the Maintenance Center, and their reshipment to Spirit and risk of loss thereof shall be borne by IAE only if such goods are returned in accordance with reasonable written shipping instructions from IAE.
- 14.2                IAE warrants to Spirit that it shall convey good title to the new Parts sold hereunder. IAE's liability and Spirit's remedy under this warranty are limited to the removal of any title defect or, at the election of IAE, to the replacement of the new Parts or components thereof which are defective in title.  
Spirit warrants that title to Parts removed from Eligible Engines by the Maintenance Center shall pass immediately to IAE free and clear of all security
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interests and rights of Spirit or others at the time that title to the replacement Part passes to Spirit.

14.3 THE WARRANTIES SET FORTH HEREIN AND/OR IN THE NEW ENGINE FLEET GTA TOGETHER WITH THE EXPRESS REMEDIES PROVIDED TO SPIRIT IN ACCORDANCE WITH THIS AGREEMENT AND/OR SUCH NEW ENGINE FLEET GTA, ARE EXCLUSIVE AND ARE GIVEN BY IAE IN LIEU OF (A) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN STATUTE, CONTRACT, TORT OR STRICT LIABILITY AGAINST OEM OR ITS AFFILIATES, WHETHER OR NOT ARISING FROM THE NEGLIGENCE, ACTUAL OR IMPUTED (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), OF IAE OR ITS AFFILIATES, STOCKHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, PERMITTED ASSIGNS AND AGENTS.

14.4 [\*\*\*]

14.5 For purpose of this Section 12, "IAE" shall be deemed to include IAE International Aero Engines AG, Pratt and Whitney, a division of United Technologies Corporation, Pratt & Whitney Aero Engines International GmbH, Japanese Aero Engine Corporation, MTU Aero Engines GmbH, and the respective directors, officers, employees and agents of each.

## 15. Delays

### 15.1 Excusable Delays

IAE shall not be charged with any liability for delay in the performance of any of its obligations when such delay is caused by acts of God or the public enemy, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, riots, labor disputes, unusually severe weather, or any cause beyond the reasonable control of IAE, or by delays of IAE's suppliers for any of the same or similar causes. To the extent that such causes actually delay performance on the part of IAE, the time for the performance shall be extended for as many days as are required to obtain removal of such causes. This provision shall not, however, relieve IAE from using its

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reasonable efforts to avoid or remove such causes and continue performance with reasonable dispatch whenever such causes are removed ("Excusable Delay").

If Spirit fails to comply with the requirements set forth in Section 9, and such failure or non-approval, as applicable causes the Maintenance Center to reasonably reschedule or delay the induction or completion of a Shop Visit for an Eligible Engine, then such delay shall constitute an Excusable Delay for IAE.

## 16. Duplicate Benefits

Spirit and IAE agree that it is not the intention to provide duplicate benefits under the terms of this Agreement and the GTA or under any other arrangement between IAE or

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IAE's suppliers or Airbus and Spirit. In the event of any such duplication of benefits, Spirit may, at the relevant time in respect of the relevant circumstances receive any one such benefit (at Spirit's discretion) to the exclusion of all duplicate benefits.

**17.**

**Intellectual Property**

- 17.1 In the event any suit, claim or action is brought against Spirit (or a person expressly indemnified by Spirit) alleging that, without further combination, Spirit's use or resale of (a) goods (b) a part made by or under IAE's control and in accordance with the specification or design provided by IAE or (c) a process embodied in the goods delivered to Spirit by IAE infringes any patents, IAE will, at its own expense, conduct the entire defense including any and all necessary court action, settlements, and appeals. IAE will either settle such claim or pay all damages and costs awarded in a non-appealable judgment, excluding indirect, incidental, special, consequential, and punitive damages. If the use or resale of such goods or part(s) is finally enjoined, IAE will, at its option: (a) procure for Spirit the right to use or resell such goods or parts; (b) replace such goods or parts with equivalent non-infringing parts; (c) modify such goods or parts so they become non-infringing but equivalent; or (d) remove such goods or part(s) and refund the purchase price (less a reasonable allowance for use, damage or obsolescence).
- 17.2 The preceding provision is applicable only if the following conditions are met: (a) the goods, part(s), services, or process involved in the suit, claim, or action must have been provided under this Agreement during Maintenance Services in accordance with this Agreement, as applicable; (b) the alleged infringement must be an infringement of any patents of the nation in which Spirit's principal place of business is located or a jurisdiction within which the relevant Supplies were manufactured or delivered to Spirit; (c) Spirit must provide IAE with timely notice of such suit, claim, or action and the full opportunity to assume the entire defense thereof; and (d) Spirit must provide IAE with all information available to Spirit and other defendants pertaining to the alleged infringement.
- 17.3 For the avoidance of doubt, this provision will not apply to (a) any alleged patent infringement in any nation other than as specified above; (b) any Spirit-furnished specification or design or the performance of a process not recommended in writing by IAE; (c) any goods or parts or components thereof manufactured according to a non-IAE specification or design; (d) the use or sale of goods or parts delivered hereunder in combination with other goods not delivered to Spirit by IAE; or (e) any instance not specified in the preceding paragraphs. In such instances, Spirit will indemnify and hold IAE harmless.

**18.**

**Amendment**

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This Agreement shall not be amended, changed, or modified in any way other than by agreement in writing, signed by the Parties hereto after the date of this Agreement, which is expressly stated to amend this Agreement.

**19. Assignment**

- 19.1 Except as otherwise agreed herein, Spirit may not assign in whole or part any of its rights or obligations under this Agreement without the written consent of IAE (such consent not to be unreasonably withheld).
- 19.2 [\*\*\*]
- 19.3 [\*\*\*]
- 19.4 IAE may, without recourse, assign its rights and/or delegate its obligations under this Agreement to any subsidiary or affiliate of IAE or United Technologies Corporation, or in connection with a merger, consolidation, reorganization, or voluntary sale or transfer of its assets; provided that such assignee/delegate is: (i) solvent at the time of such transfer and (ii) authorized by the applicable regulatory authorities, as necessary, to perform or procure the performance of all obligations being delegated/assigned; and (iii) able, in IAE's sole, reasonable discretion, to make all payments required by IAE to be made to Spirit under this Agreement.

**20. Notices**

Any notice to be served pursuant to this Agreement shall be sent by registered mail, by internationally recognized overnight courier, or by facsimile (with the original notice sent by registered mail or internationally recognized overnight courier) to the applicable address indicated in Exhibit F.

**21. Exclusion of Other Provisions and Previous Understandings**

- 21.1 This Agreement and the New Engine Fleet GTA constitute the entire agreement of the Parties with respect to the Eligible Engines and the subject matter hereof and shall apply to the exclusion of any other provisions on or attached to or otherwise forming part of any order form of Spirit, or any acknowledgment or acceptance by IAE, or of any other document which may be issued by either Party relating to such services and the Eligible Engines.
- 21.2 The Parties agree that neither of them have placed any reliance whatsoever on any representations, agreements, statements or understandings made prior to the signature of this Agreement, whether orally or in writing, relating to such services, other than those expressly incorporated in this Agreement, which has been negotiated on the basis that its provisions represent their entire agreement relating to such services and shall supersede all such representations, agreements, statements and understandings.

**22. Termination, Expiration and Events of Default**

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22.1      Bankruptcy Insolvency

Either Party shall have the option, at its sole discretion, to terminate this Agreement upon the occurrence of any of the following events: (a) a receiver or trustee is appointed for any of the other Party's property, or (b) the other Party is adjudicated or voluntarily becomes bankrupt under any bankruptcy or winding up laws or other similar legislation, or (c) the other Party becomes insolvent or makes an assignment for the benefit of creditors.

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22.2      Failure to Make Payments or to Meet Obligations

22.2.1      If Spirit fails to make any payment of a material amount, due and owing to IAE as set forth in Section 10 of this Agreement or any other agreement between the Parties (including any late interest due thereon) and such amount is not the subject of a good faith dispute or fails to meet any other material obligation under this Agreement or any other agreement between the Parties, then, after notice to Spirit and the expiration of a [\*\*\*] cure period, and without prejudice to any of IAE's other rights which IAE may have in contract, at law, or in equity, IAE shall have the right to not to induct, to suspend all work on, or not to release from the Maintenance Center(s) any Eligible Engine until full payment is made by Spirit to IAE or such failure is corrected, as the case may be.

22.2.2      If Spirit fails to take delivery of all of the Aircraft and Eligible Engines in accordance with the schedule set forth in Exhibit A to this Agreement, as amended, supplemented or otherwise modified from time to time, or fails to operate the Aircraft and Eligible Engines in regular commercial service as contemplated by Section 10.5 for the duration of the Period of Cover (subject to the fleet flexibility granted in Section 11), in addition to any other rights which IAE may have in contract, at law, or in equity, IAE shall be entitled to make reasonable adjustments to the FHA Rates as appropriate based on the method of calculation used to derive the FHA Rates.

22.2.3      Spirit shall have the right to terminate this Agreement in the event that IAE fails to: (i) pay or provide any credit payable hereunder when due and such failure is not cured within [\*\*\*] or (ii) perform a material obligation in accordance with the terms hereof and such failure continues unremedied for a period in excess of [\*\*\*] or such failure reoccurs in at least [\*\*\*] consecutive shop visits after IAE was first given written notice of such failure by Spirit, provided however that in no event shall IAE have fewer than [\*\*\*] to cure such failure.

22.3      Expiration

This Agreement shall be effective from the day and year first before written until the end of the Period of Cover or until terminated pursuant to this Section 22. Notwithstanding the foregoing, Sections 22.4, 25, and 27

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of this Agreement shall survive any expiration or termination of this Agreement.

**22.4 Effect of Termination or Expiration**

Except as otherwise set out in this Section 22.4 and any rights or obligations arising under the applicable law, the rights and obligations of the Parties under this Agreement shall terminate upon the termination or expiration of this Agreement, and Spirit shall no longer be provided with fleet hour agreement coverage under the terms of this Agreement.

- 22.4.1** Upon any termination or expiration of this Agreement, all liabilities and obligations (including payment obligations) that have accrued prior to such termination or expiration (including payment due for Excess Work) shall survive.

- 22.4.2** Spirit shall pay to IAE the cost of any and all services which have been or are in the process of being carried out under the terms of this Agreement which have not been covered by payments made by Spirit under this Agreement plus a surcharge of the lesser of (i) [\*\*\*] and (ii) the maximum amount allowed by law. Should Spirit terminate this Agreement under Section 20.1 or Section 20.2.3 above, IAE shall return any
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excess payments for services paid for, but not rendered. Such calculation shall be performed by IAE within sixty (60) Business Days of termination, shall be mutually approved by IAE and Spirit and shall be immediately due and payable by Spirit or IAE, as the case may be, upon receipt thereof.

**23. Negation of Waiver**

Failure by either Party to enforce any term of this Agreement shall not constitute a waiver of such term.

**24. Severability and Partial Invalidity**

If any provision of this Agreement or the application thereof to either Party shall be invalid, illegal or unenforceable to any extent, the remainder of the Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

**25. Governing Law**

This Agreement shall be construed and the performance thereof determined in accordance with the laws of the State of New York, United States of America, without regard to its conflict of laws provisions other than Sections 5-1401 and 5-1402 of the New York General Obligations Law. The Parties agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

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The Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in the Borough of Manhattan, City and State of New York, United States of America, in connection with any suit, action or proceeding arising out of or relating to this Agreement and irrevocably waive to the fullest extent permitted by law, any objection to the laying of venue of any such suit, action or proceeding in any such court or any claim that any suit, action or proceeding has been brought in an inconvenient forum. Further, the Parties hereto agree to waive any rights either of them may have to a jury trial in connection with any such suit, action or proceeding.

**26.**

**Publicity**

Each Party agrees that it shall not issue any press release or make any public announcement regarding this Agreement without the written consent of the other Party. Spirit agrees that IAE may use Spirit's authorized logo, service marks and trademarks for the purpose of confirming that Spirit is a customer of IAE. IAE agrees that Spirit may use IAE's authorized logo, service marks and trademarks for the purpose of confirming that IAE is a supplier to Spirit. Except as expressly set forth above, neither Party may use the other Party's logo, service marks and trademarks without the express written consent of the other Party.

**27.**

**Confidentiality**

The terms and conditions of this Agreement and any technical information provided in connection with it are confidential and proprietary to IAE and Spirit. Each Party agrees to: (a) limit disclosures of such confidential information to persons who have a need to know within their organizations; (b) keep such information confidential; and (c) not disclose to any third party other than (i) as required by applicable law or legal process; (ii) in connection with the disclosure requirements of any applicable government authority or exchange; (iii) to its legal, financial, tax or other advisors who are bound by an obligation of confidentiality or to the confidentiality requirements of this Agreement and (iv) in connection with the enforcement of its rights hereunder, without the prior written consent of the other party (not to be unreasonably withheld), provided that, in the case of (c)(i), *supra*, the Party that is

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to disclose such confidential information in response to such applicable law or legal process shall if permitted by applicable law, as soon as practicable notify the other Party, and upon the request of the other Party, shall cooperate with the other Party in contesting such disclosure.

**28.**

**Compliance with All Applicable Laws and Regulations**

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- 28.1 Export/Import. Spirit agrees that it will not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any IAE goods, software, technical data (including products derived from or based on such technical data), or services received directly or indirectly from IAE to any Prohibited Party without obtaining prior authorization from the relevant government authorities as required pursuant to Export Laws.
- "Prohibited Parties" means, collectively, those countries, and persons to whom the sale, export, re-export, transfer, diversion or other disposition of any IAE goods, software, technical data or services is prohibited by the applicable export laws and related regulations of the United States, German, British, Japanese, or European Union Governments.
- 28.2 Other Laws and Regulations. Each Party agrees that it will not, by act or omission, violate any applicable law or regulation of the United States or any political subdivision thereof where the violation thereof would result in the other Party being deemed to be in violation of such law or regulation or would otherwise result in a criminal or an un-indemnified civil penalty on the part of such other Party

**29. No Construction Against Drafter**

This Agreement has been the subject of detailed negotiation between the Parties. If an ambiguity or question of the intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by IAE and Spirit and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.

**30. Damages**

In no event shall either Party to this Agreement or either Party's subsidiaries or affiliates, have any liability to any other Party hereto for any indirect, incidental, special, consequential, or punitive damages, including without limitation any damage to or loss of use, revenue or profit with respect to any Aircraft, Engines and/or Parts.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be signed on their behalf by their authorized officers the day and year first before written:

Agreed to and accepted on behalf of:  
**IAE International Aero Engines AG**

By: /s/ Rick Deurloo  
Name: Rick Deurloo  
Title: SVP Sales

Agreed to and accepted on behalf of:  
**Spirit Airlines, Inc.**

By: /s/ Charles A. Rue  
Name: Charles A. Rue  
Title: VP Supply Chain

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**Exhibit A**  
**Aircraft and Spare Engine Delivery Schedules**

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**Exhibit A-1**  
**Aircraft Delivery Schedule**

Aircraft No.	Aircraft Model	Engine Model	Scheduled Delivery Date
1	[***]	[***]	[***]
2	[***]	[***]	[***]
3	[***]	[***]	[***]
4	[***]	[***]	[***]
5	[***]	[***]	[***]
6	[***]	[***]	[***]
7	[***]	[***]	[***]
8	[***]	[***]	[***]
9	[***]	[***]	[***]
10	[***]	[***]	[***]
11	[***]	[***]	[***]
12	[***]	[***]	[***]
13	[***]	[***]	[***]
14	[***]	[***]	[***]
15	[***]	[***]	[***]
16	[***]	[***]	[***]
17	[***]	[***]	[***]
18	[***]	[***]	[***]
19	[***]	[***]	[***]
20	[***]	[***]	[***]
21	[***]	[***]	[***]
22	[***]	[***]	[***]
23	[***]	[***]	[***]
24	[***]	[***]	[***]
25	[***]	[***]	[***]
26	[***]	[***]	[***]
27	[***]	[***]	[***]
28	[***]	[***]	[***]
29	[***]	[***]	[***]
30	[***]	[***]	[***]

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**Exhibit A-2**  
**Spare Engine Delivery Schedule**

Spare Engine No.	Quantity	Engine Model	Scheduled Delivery Date
1	1	[***]	[***]
2	1	[***]	[***]
3	1	[***]	[***]
4	1	[***]	[***]

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**Exhibit B**  
**FHA Escalation Formula**

1. FHA Rates will be subject to annual escalation in accordance with the formula set forth below:

[\*\*\*]

Where:

FHA Rates are the applicable base values at the Base Month as set forth in the Contract;

"Base Month" shall mean the base month and year specified for the FHA rates in the Contract;

[\*\*\*]

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**Exhibit C**  
**Accessories**



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**Exhibit D**  
**V2500 Turbofan Engine Model Specifications**

[\*\*\*]

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**Exhibit E**  
**Powerplant Description**

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**Exhibit F**  
**Addresses**

1. SPIRIT ADDRESSES

(a)Address for Notices:

Legal Department  
Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025  
Fax: (954) 447-7854

(b)Address for Invoices:

Accounts Payable Department  
Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025  
Fax: (954) 447-7855

2. IAE ADDRESSES

(a)Address for Notices:

Attention: Chief Legal Officer & Company Secretary  
IAE International Aero Engines AG  
400 Main Street, M/S 121-10  
East Hartford, CT 06108  
Fax: (860) 565-4003

(b)Address for Invoices:

Attention: Accounts Receivable Manager  
IAE International Aero Engines AG  
400 Main Street, M/S 121-10  
East Hartford, CT 06108  
Fax: (860) XXX-XXXX

(c)Address for all Other FHA Matters:

Attention: Spirit Fleet Director for Spirit  
IAE International Aero Engines AG  
400 Main Street, M/S 121-10  
East Hartford, CT 06108  
Fax: (860) XXX-XXXX

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**Exhibit G**  
**Engine Monitoring Services**

1. IAE will provide the following Engine health monitoring services ("Services") through the ADEM system:
  - (a) ENGINE TREND MONITORING
    - (i) Provide processing of in-flight engine data received from Operator into IAE's EHM database as provided per the data input and transmission requirements set forth in Section 3 herein. All processed data will be provided to the Operator via IAE's web portal. Daily updates require web portal access described in Section 1(b) herein.
    - (ii) Provide automated mechanical exceedance reporting for those Aircraft that are equipped with required on-board hardware and software.
    - (iii) Provide technical analysis of EHM Eligible Engines' performance data and report anomalies indicated by such data to designated Operator personnel as required.
    - (iv) Provide access to monthly EHM Eligible Engine operating trend analysis report covering post EHM Commencement Date operations to assist Operator in the planning and scheduling of EHM Eligible Engines for shop visits.
    - (v) Provide automated alert notification of parameters that have exceeded level and rate change limits.
    - (vi) Provide access to alert details reports that identify Aircraft and Eligible Engines by serial number and provide the date, time, magnitude and details of occurrences when such Eligible Engine exceeds specific performance parameters and provide the ability to store comments associated with a given alert.
    - (vii) Provide exhaust gas temperature (subject to data availability) Watch-Lists, updated monthly utilizing data received from Operator to assist Operator in scheduling Eligible Engine removals for maintenance purposes. The Watch-Lists provide an engine ranking and predicted removal date for a given Eligible Engine based on the measured parameter and deterioration rate to assist with proactive on-wing management and maintenance planning.
    - (viii) Provide access to the following engine performance parameter trend plots that are updated real-time as new in-flight engine data is received from Operator:

- EGT Margin
- Sea Level Outside Air Temperature Limits
- N1 and N2 Shaft Speeds
- Fuel Flow
- Vibration
- Oil Temperature
- Oil Pressure
- P2.5, T2.5, P3.0, T3.0, P12.5

(ix) Upon special request, raw in-flight engine data can be supplied to the Operator.

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(x) Input data files and individually processed records will be stored for a minimum period of five (5) years.

(b) WEB PORTAL ACCESS

- (i) Provide twenty-four (24) hour per day access to reports and processed information, provided to under Section 1 herein, through a secure web portal created and maintained by IAE. Such web portal access shall be created and provided to Operator approximately thirty (30) days from the execution of this Agreement. Operator must meet IAE defined requirements for access as detailed in Section 2 herein. IAE will use all reasonable efforts to ensure a service availability target of 96% when measured on an annual basis and that down time of the system is no longer than one (1) business day for any one incident.
- (ii) IAE shall provide Services under the terms of this Agreement contingent upon the timely receipt of data required by IAE from Operator. It is understood between the parties that the ability of IAE to provide timely and accurate reports and processed information through these web-based services is dependent upon the quality and timeliness of the data received from Operator.
- (iii) If Email, or pager or cell phone alert notifications are required by the Operator, the Operator shall be responsible for acquiring and maintaining the required pager and cell phone hardware and software and pay any associated communications fees. It is the Operator's responsibility to establish an alert notification contact list and advise IAE of any changes.

2. ACCESSIBILITY

- (a) To facilitate internet portal access, Operator is required to maintain the following: (i) internet access; (ii) Internet Explorer version 5.5 or higher; (iii) 128 bit Secure Socket Layer ("SSL") encryption capability; and (iv) a minimum internet speed of 56K bits per second to access the internet portal.
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- (b) All information being transmitted through the Internet portal will be protected using SSL encryption. In addition, each user of the Internet portal will be authenticated at logon with a unique user identification and password. Once authenticated to the Internet portal, Operator will only be allowed to access the information that Operator and IAE mutually agree a specific user may review. IAE shall review security requirements for web portal access from time to time to ensure an appropriate level of data protection. Updated security requirements shall be communicated to Operator on a timely basis.

### 3. TRANSMISSION OF DATA BY OPERATOR

- (a) Operator shall provide all data requested by IAE in order to perform the Services, including but not limited to the date and time the data was recorded, aircraft and engine number, engine position, altitude and mach (or air speed), total air temperature, engine pressure ratio, rotor speeds, fuel flow, oil temperature, oil pressure, mechanical exceedances and pertinent maintenance actions (EHM Eligible Engine changes, sensor changes, other items that may impact engine performance). Operator shall electronically transmit engine condition monitoring data to IAE's designated ground station via air-to-ground service providers (e.g., ARINC and SITA) or via such other routing as the parties mutually agree.
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- (b) Using the facilities available within IAE's V2500 engine monitoring program services, the Operator shall provide feedback of on-wing maintenance actions taken as a result of an alert notification as provided in accordance with Section 1(a)(v) herein.

### 4. LIMITATION OF LIABILITY

IAE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES SET FORTH IN THIS Exhibit G. OPERATOR ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR MAKING ALL DECISIONS IN RESPECT TO THE SERVICES. IAE EXPRESSLY DISCLAIMS AND OPERATOR HEREBY RELEASES IAE FROM ANY LIABILITY, INCLUDING BUT NOT LIMITED TO LIABILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR ASSOCIATED WITH THE SERVICES, RECOMMENDATIONS OR FAILURE TO MAKE RECOMMENDATIONS BY IAE, OR ANY DECISIONS MADE BY OPERATOR WITH RESPECT TO THE SERVICES. Should Operator fail to comply with operating and maintenance instructions or recommendations resulting from the Services, authorized or issued by IAE and current at the time, then IAE shall not be held liable for any costs associated with any Engine, Module or Part failure arising from Operator's failure to comply with IAE's recommendations. Any such event shall also be considered ineligible against any warranties or guarantees provided by IAE and resulting repairs and part replacements shall be carried out and charged as Excess Work under the applicable IAE Fleet Hour Agreement.

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**Exhibit H**  
**Excess Work Rates**

Item	Basis	Rates/Fees
[***]	[***]	[***] <sup>(3)</sup>
[***] <sup>(4)</sup>	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***] <sup>(2)</sup>	[***] <sup>(3)</sup>
[***]	[***]	[***] <sup>(3)</sup>

Notes:

1. [\*\*\*]
  2. Where units per Engine quantities listed in Exhibit C are greater than [\*\*\*], a single [\*\*\*] fee per ATA line item shall still apply. This charge will also cover the packing, one-way transportation and coordination of Accessories removed and sent for vendor repair.
  3. The above rates and fees are expressed in United States Dollars and are subject to escalation from the base month of January 2013 in accordance with the formula set forth in Exhibit B.
  4. [\*\*\*]
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**Exhibit I**  
**FHA Rate Adjustment Tables**

The FHA Rates have been calculated based on Spirit meeting the General Conditions detailed in Section 10.4 of the Agreement.

To the extent that any operating parameters vary, the applicable charges shall be generated from the rate change tables contained in this Exhibit I. If the actual operation of the Eligible Engines falls between the points covered in any one of the tables, the adjustment factor can be interpolated linearly between the points to derive the applicable factor. If the actual utilization parameters fall between two separate tables, the table with the higher factor shall apply.

If any of the actual operating parameters fall outside the coverage of the tables contained in this Exhibit I, the Parties shall agree a rate adjustment based on the same method of calculation used to derive the tables (and not based on simple extrapolation).

[\*\*\*]

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400 Main Street, M/S 121-10  
East Hartford, CT 06108 USA  
October 1, 2013

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

**Subject:** **Side Letter No. 1 to the V2500-A5 Fleet Hour Agreement between IAE International Aero Engines AG and Spirit Airlines, Inc., dated October 1, 2013**

Gentlemen:

We refer to (i) the V2500-A5 Fleet Hour Agreement dated October 1, 2013 between IAE International Aero Engines AG ("IAE") and Spirit Airlines, Inc. ("Spirit"), as amended from time to time, such agreement being hereinafter referred to as the "New Fleet FHA", and (ii) Side Letter No. 2, dated October 1, 2013 ("Side Letter No. 2") to the V2500-A5 General Terms of Sale dated October 1, 2013 between IAE and Spirit, as amended from time to time (the "New Fleet Contract"). Unless expressly stated to the contrary, and to the extent possible, terms used in this Side Letter No. 1 ("Side Letter No. 1") shall have the same meaning given to them in the New Fleet FHA, and the New Fleet Contract and Side Letter No. 2.

In consideration of Spirit purchasing fifteen (15) Incremental Aircraft and purchasing or leasing two (2) Incremental Spare Engines, as defined in Side Letter No. 2, the Parties agree as follows:

---

**1. New Fleet - Aircraft Delivery Schedule**

The Aircraft Delivery Schedule attached to the New Fleet FHA as Exhibit A-1 is deleted in its entirety, and replaced with the Delivery Schedule attached to this Side Letter 1 as Appendix 1.

**2. New Fleet - Spare Engine Delivery Schedule**

The Spare Engine Delivery Schedule attached to the New Fleet FHA as Exhibit A-2 is deleted in its entirety, and replaced with the Delivery Schedule attached to this Side Letter 1 as Appendix 2.

Except as expressly amended by this Side Letter No. 1, all provisions of the FHA remain in full force and

Agreed to and accepted on behalf of:  
**IAE International Aero Engines AG**

By: /s/ Rick Deurloo  
Name: Rick Deurloo  
Title: SVP Sales  
Date: 10/2/13

Agreed to and accepted on behalf of:  
**Spirit Airlines, Inc.**

By: /s/ Edward Christie  
Name: Edward Christie  
Title: SVP & CFO  
Date: 10/2/13

---

**ATTACHMENT 1**

**"Exhibit A-1**  
Aircraft Delivery Schedule

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Aircraft No.	Aircraft Model	Engine Model	Scheduled Delivery Date
1	[***]	[***]	[***]
2	[***]	[***]	[***]
3	[***]	[***]	[***]
4	[***]	[***]	[***]
5	[***]	[***]	[***]
6	[***]	[***]	[***]
7	[***]	[***]	[***]
8	[***]	[***]	[***]
9	[***]	[***]	[***]
10	[***]	[***]	[***]
11	[***]	[***]	[***]
12	[***]	[***]	[***]
13	[***]	[***]	[***]
14	[***]	[***]	[***]
15	[***]	[***]	[***]
16	[***]	[***]	[***]
17	[***]	[***]	[***]
18	[***]	[***]	[***]
19	[***]	[***]	[***]
20	[***]	[***]	[***]
21	[***]	[***]	[***]
22	[***]	[***]	[***]
23	[***]	[***]	[***]
24	[***]	[***]	[***]
25	[***]	[***]	[***]
26	[***]	[***]	[***]
27	[***]	[***]	[***]
28	[***]	[***]	[***]
29	[***]	[***]	[***]
30	[***]	[***]	[***]
31	[***]	[***]	[***]
32	[***]	[***]	[***]
33	[***]	[***]	[***]
34	[***]	[***]	[***]
35	[***]	[***]	[***]
36	[***]	[***]	[***]
37	[***]	[***]	[***]
38	[***]	[***]	[***]
39	[***]	[***]	[***]
40	[***]	[***]	[***]

41	[***]	[***]	[***]
42	[***]	[***]	[***]
43	[***]	[***]	[***]
44	[***]	[***]	[***]
45	[***]	[***]	[***]

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#### **ATTACHMENT 2**

**"Exhibit A-2**  
**Spare Engine Delivery Schedule**

<b>Firm Spare Engine Delivery Schedule</b>			
<b>Spare Engine No.</b>	<b>Quantity</b>	<b>Engine Model</b>	<b>Scheduled Delivery Date</b>
1	1	[***]	[***]
2	1	[***]	[***]
3	1	[***]	[***]
4	1	[***]	[***]

<b>Option Spare Engine Delivery Schedule</b>			
<b>Spare Engine No.</b>	<b>Quantity</b>	<b>Engine Model</b>	<b>Scheduled Delivery Date</b>
1	1	[***]	[***]
1	1	[***]	[***]

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

**EXECUTION VERSION**

**V2500®**

**GENERAL TERMS OF SALE**

**BETWEEN**

**IAE INTERNATIONAL AERO ENGINES AG**

**AND**

**SPIRIT AIRLINES, INC.**

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## TABLE OF CONTENTS

1. Definitions	4
2. Installed and Spare Engine Purchase Commitments	5
2.1 Agreement to Purchase Aircraft from Airbus	6
2.2 Agreement to Purchase Spare Engines from IAE	6
2.3 Type Approval and Changes in Specification	6
2.4 Inspection and Acceptance	7
2.5 Delivery, Shipping, Title and Risk of Loss or Damage	8
2.6 Price	8
2.7 Payment	8
3. Spare Parts Provisions	9
3.1 Intent and Term	9
3.2 ATA Standards	11
3.3 Stocking of Spare Parts	11
3.4 Lead Times	11
3.5 Ordering Procedure	11
3.6 Modifications to Spare Parts	12
3.7 Inspection	12
3.8 Delivery and Packing	12
3.9 Prices	13
3.10 Payment	13
3.11 Conflict	14
4. Warranties, Guarantees and Liabilities	19
5. Product Support Services	20
6. Miscellaneous	20
6.1 Delay in Delivery	20
6.2 Patents	20
6.3 [***]	22
6.4 Non-Disclosure and Non-Use	22
6.5 Taxes	22
6.6 Amendment	23
6.7 Assignment	23
6.8 Insurance	23
6.9 Exhibits	23

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- 6.10 Headings 23
- 6.11 Governing Law and Forum 24
- 6.12 Compliance with All Applicable Laws and Regulations 24
- 6.13 Notices 24
- 6.14 Exclusion of Other Provisions and Previous Understandings 25
- 6.15 Conditions Precedent 25
- 6.16 Termination Events 26
- 6.17 Effect of Termination 27
- 6.18 No Construction Against Drafter 27
- 6.19 Damages 27

Exhibit A Contract Specifications 26

- Exhibit A-1 V2524-A5 Turbofan Engine Model Specification 26
- Exhibit A-2 V2527-A5 Turbofan Engine Model Specification 26
- Exhibit A-3 V2533-A5 Turbofan Engine Model Specification 26

Exhibit B Schedules 27

- Exhibit B-1 Aircraft Delivery Schedule 28
- Exhibit B-2 Spare Engine Price and Delivery 29
- Exhibit B-3 Escalation Formula 30

Exhibit C Product Support Plan 31

Exhibit D Warranties 50

[\*\*\*]

Exhibit E Guarantees 51

[\*\*\*]

THIS CONTRACT is made this 1<sup>st</sup> day of October, 2013, (together with all exhibits, schedules, appendices and side letters thereto, the "New Fleet Contract"),

BETWEEN

---

IAE INTERNATIONAL AERO ENGINES AG

SPIRIT AIRLINES, INC.

a joint stock company organized and existing under the laws of Switzerland, with a place of business at 400 Main Street, M/S 121-10, East Hartford, Connecticut 06108, USA, (hereinafter called "IAE") and a corporation organized and existing under the laws of Delaware, whose principal place of business is at 2800 Executive Way, Miramar, Florida 33025 (hereinafter called "Spirit").

**WHEREAS:**

- A. Spirit has firmly ordered (i) thirty (30) new A320 family aircraft from Airbus all to be powered by IAE V2500-A5 engines and (ii) four (4) new V2500-A5 spare engines from IAE all of which will, subject to Spirit's rights hereunder, be operated by Spirit (the "New Engine Fleet");
- B. IAE and Spirit have entered into a V-Services<sup>SM</sup> Fleet Hour Agreement dated October 1, 2013 for the provision of certain off-wing maintenance for the New Engine Fleet (the "New Engine Fleet FHA");
- C. IAE and Spirit previously entered into the Amended and Restated V2500® General Terms of Sale dated October 1, 2013 for sale and support of certain V2500-powered Airbus A320 family aircraft and V2500 spare engines already in operation with Spirit (the "Existing Fleet GTA");
- D. IAE and Spirit have also previously entered into an Amended and Restated V-Services<sup>SM</sup> Fleet Hour Agreement dated October 1, 2013 for the provision of certain off-wing maintenance for certain V2500-A5 engines already in operation with Spirit (the "Existing Fleet FHA"); and
- E. IAE and Spirit now wish to agree upon terms whereby IAE will supply to Spirit V2500 engines, modules, spare parts, special tools, ground equipment, and product support services for the support and operation of the New Engine Fleet.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

**1. Definitions**

In this New Fleet Contract unless the context otherwise requires:

- 1.1 "Aircraft" shall mean the thirty (30) new Airbus A320 family aircraft powered by new Engines firmly ordered and being acquired by Spirit from Airbus for delivery as set forth in Exhibit B-1 to this New Fleet Contract, as the same may be amended from time to time in accordance herewith.
- 1.2 "Airbus" shall mean Airbus SAS, with its principal place of business at 1, Rond Point Maurice Bellonte, 31707 Blagnac Cedex, France, together with its successors and assigns.
- 1.3 "Certification Authority" shall mean the United States Federal Aviation Administration.

1.4 "Change Order" shall have the meaning set forth in Section 2.3.1 hereto.

---

1.5 "Engine(s)" shall mean the IAE V2500 aero engine described in the applicable Specification(s).

1.6 "Initial Provisioning" shall mean the establishment by Spirit of an initial stock of Spare Parts, Support Equipment, and Vendor Parts.

1.7 "Initial Provisioning Data" shall mean information supplied by IAE to Spirit for Initial Provisioning purposes.

1.8 "Initial Provisioning Orders" shall mean orders for Spare Parts and Support Equipment for the purpose of Initial Provisioning.

1.9 "Lead Time" shall mean the period specified in the Spare Parts Catalog that represents the minimum time required between acceptance by IAE of an order by Spirit for Spare Parts and commencement of delivery of such Spare Parts.

1.10 "Service Bulletins" shall mean those service bulletins containing advice and instructions issued by IAE to Spirit from time to time in respect of Engines.

1.11 "Spare Engines" shall mean the Firm Spare Engines as defined in Section 2.2.1.

1.12 "Spare Parts" shall mean spare parts for Engines as identified in the Spare Parts Catalog, excluding the items listed in the Specification as being items of supply by Spirit.

1.13 "Spare Parts Catalog" shall mean the catalog published by IAE from time to time providing a description, Lead Time and price for Spare Parts available for purchase from IAE.

1.14 "Specification(s)" shall mean the IAE Engine Specification(s) set forth in Exhibit A to this New Fleet Contract, as the same may be amended, supplemented and/or updated from time to time.

1.15 "Supplies" shall mean V2500 engines (including installed Engines and Spare Engines), Spare Parts, Vendor Parts, and Support Equipment.

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- 1.16 "Support Equipment" shall mean tools, and all equipment (including handling, transportation and ground equipment) to be supplied pursuant to this New Fleet Contract for use with the Aircraft and/or Spare Engines and not for installation on the Aircraft. Support Equipment does not constitute Spare Parts.
- 1.17 "Vendor Parts" shall mean parts not manufactured by IAE, including accessories, described as "Vendor Parts" in Initial Provisioning Data. Vendor Parts do not constitute Spare Parts.

## 2. Installed and Spare Engine Purchase Commitments

### 2.1 Agreement to Purchase Aircraft from Airbus

Spirit agrees to purchase the Aircraft from Airbus powered by new Engines for delivery according to the schedule set forth in Exhibit B-1 to this New Fleet Contract and agrees with IAE that Spirit will accept delivery of the Aircraft according to the schedule set forth in Exhibit B-1 to this New Fleet Contract, as the same may be amended, supplemented and/or updated from time to time.

### 2.2 Agreement to Purchase Spare Engines from IAE

- 2.2.1 Subject to the terms and conditions of this Agreement, Spirit hereby places a firm order with IAE for the purchase of four (4) new spare Engines (the "Spare Engines") for delivery according to the schedule set forth in Exhibit B-2 to this New Fleet Contract, as the same may be amended, supplemented and/or updated from time to time.
- 2.2.2 Except as otherwise set forth in the following paragraph, Spirit shall purchase an Engine storage bag and transportation stand from IAE for delivery with each Spare Engine. The prices for such equipment shall be the then-current price as set forth in the IAE spare parts catalog.

In the event that Spirit elects not to purchase a storage bag and transportation stand from IAE for delivery with any Spare Engine, Spirit shall provide such equipment to IAE at least [\*\*\*] prior to the scheduled delivery date of the applicable Spare Engine(s). If for any reason Spirit has not delivered such equipment to IAE at least [\*\*\*] prior to the scheduled delivery date of any applicable Spare Engine, then Spirit shall purchase such equipment from IAE.

### 2.3 Type Approval and Changes in Specification

---

2.3.1 Each of the Spare Engines will be manufactured to the standards set forth in the applicable Specification. After the date of this New Fleet Contract, the Spare Engines may be varied from the standards set forth in the Specification and other IAE manufacturing specifications from time to time by written change orders (each a "Change Order"), which shall set forth in detail:

- (a) The changes to be made in the Spare Engines; and
- (b) The effect (if any) of such changes on the Specification (including but not limited to performance and weight), on interchangeability of the Spare Engines in the airframe, on prices and on dates of delivery of the Spare Engines.

Change Orders shall not be binding on either party until signed by IAE and Spirit but upon being so signed shall constitute amendments to this New Fleet Contract.

2.3.2 IAE may make any changes in the Spare Engines that do not adversely affect the Specification (including but not limited to performance and weight), interchangeability of the Spare Engines in the airframe, prices or dates of delivery of the Spare Engines. In the case of such permitted changes, a Change Order shall not be required or if issued shall not be binding until signed by IAE and Spirit.

2.3.3 At the time of delivery of the Spare Engines there is to be in existence an FAA-issued "Type Approval Certificate" for the Spare Engines in accordance with the provisions of the Specification.

2.3.4 The Specification has been drawn with a view to the requirements of the Certification Authority and the official interpretations of such requirements in existence at the date of this New Fleet Contract (such requirements and interpretations being hereinafter referred to as "Current Rules"). Subject to Section 2.3.2 above, IAE and Spirit agree that they will execute an appropriate Change Order in respect of any change required to the Spare Engines to enable such Spare Engines to conform to the requirements of the Certification Authority and the official interpretations of such requirements in force at the date of delivery of such Spare Engines.

2.3.5 The price of any Change Order is to be paid by IAE in the case of changes required to conform to the Current Rules and by Spirit in any other case.

#### 2.4 Inspection and Acceptance

---

- 2.4.1 IAE shall ensure that each Spare Engine delivered to Airlines is new and conforms to the applicable Specification through the maintenance of procedures, systems and records approved by the airworthiness authority. An FAA-issued "Authorized Release Certificate" (FAA Form 8130-3, Airworthiness Approval Tag) or "Certificate of Conformity" (as the case may be) will be issued and signed by personnel authorized for such purposes.
- 2.4.2 Subject to its rights under Section 2.4.4 below, upon delivery of a Spare Engine pursuant to Section 2.5.1 below for and the issuance of an Authorized Release Certificate or a Certificate of Conformity (as the case may be), Spirit shall be deemed to have accepted the relevant Spare Engine (and Engine storage bag and transportation stand, if purchased from IAE), and that the relevant Spare Engine conforms to the applicable Specification. IAE shall, upon written request from Spirit and subject to the permission of the appropriate governmental authorities, arrange for Spirit's personnel to have reasonable access to the appropriate premises in order to examine the Spare Engines prior to the issue of conformance documentation and to witness Engine acceptance tests.
- 2.4.3 Spirit's acceptance or deemed acceptance will, however, in no way prejudice its warranties and support rights under this New Fleet Contract or the New Fleet FHA.
- 2.4.4 Notwithstanding the foregoing, upon delivery of a Spare Engine, Spirit shall have the right to inspect (including a borescope inspection) such Engine. In the event that Spirit finds a non-conformance with the requirements set forth herein, Spirit shall report such non-conformance in writing to IAE upon or within [\*\*\*] of delivery provided that IAE will use reasonable efforts to resolve such non-conformance in a reasonable timeframe to be agreed by the Parties. If Spirit does not report a non-conformance within [\*\*\*] of delivery, the relevant Spare Engine will be deemed to have been accepted. If IAE is unable to resolve such non-conformance within the agreed reasonable timeframe, then Spirit may reject such Spare Engine.
- 2.4.5 If Spirit refuses, is unable to accept, or otherwise hinders delivery of any Spare Engine that satisfies the requirements and conditions set forth herein, Spirit shall nevertheless pay or cause IAE to be paid therefore as if, for the purposes of payment only, the Spare Engines had been delivered.
- 2.4.6 In any of the cases specified in Section 2.4.5 above, Spirit shall also pay to IAE such reasonable sum as IAE shall require in respect of storage, maintenance and insurance of those Spare Engines.

2.5 Delivery, Shipping, Title and Risk of Loss or Damage

---

2.5.1 Provided Spirit has made payment in accordance with Section 2.7 below, IAE will deliver each Spare Engine (and Engine storage bag and transportation stand, if purchased from IAE) in accordance with the delivery schedule set out in Exhibit B-2 to this New Fleet Contract. IAE will provide one-way transportation, including risk of loss, for each Spare Engine from IAE's facilities to Spirit's main base and deliver the same to Spirit at such location.

2.5.2 Upon such delivery, title to and risk of loss of or damage to the relevant Spare Engine (and Engine storage bag and transportation stand, if purchased from IAE) shall pass to Spirit.

2.5.3 Spirit will notify IAE at least thirty (30) days before the scheduled time for delivery of each of the Spare Engines of its instructions as to the marking and shipping of each of the Spare Engines.

## 2.6 Price

The purchase price for each of the Spare Engines shall be the unit base price set forth in Exhibit B-2 to this New Fleet Contract, amended pursuant to Section 2.3 above, if applicable, and escalated in accordance with the escalation formula contained in Exhibit B-3 to this New Fleet Contract. The purchase price for the Engine storage bag and transportation stand, if purchased from IAE, shall be the current IAE price in effect at the time of Spare Engine delivery

## 2.7 Payment

2.7.1 Spirit will make payment for each Spare Engine (and Engine storage bag and transportation stand, if purchased from IAE) in United States Dollars as follows:

- (a) [\*\*\*] before the scheduled delivery of each of the Spare Engines, Spirit shall pay to IAE a non-refundable (unless the relevant Spare Engine shall not be delivered to Spirit as a result of any breach by IAE of this Agreement) pre-delivery payment of [\*\*\*] of the Estimated Purchase Price of such Spare Engine; and
- (b) At the time of delivery of each of the Spare Engines, Spirit shall pay to IAE the balance of the net purchase price of such Spare Engine (net of all applicable credits), plus the purchase price of the Engine storage bag and transportation stand, if purchased from IAE.

2.7.2 IAE shall have the right to require Spirit to make additional payments in respect of price changes arising from the provisions of Section 2.3 above on a similar basis to that specified in Section 2.7.1 above.

2.7.3 Spirit shall pay the full amount of payments falling due under this Section 2.7, without any withholding or deduction whatsoever.

2.7.4 All payments under this Section 2.7 shall be made by wire transfer and shall be deposited not later than the due date of payment with:  
[\*\*\*]

or such other account in the United States as notified from time to time by IAE.

2.7.5 For the purpose of this Section 2.7 "payment" shall only be deemed to have been made to the extent cleared or good value funds are received in the numbered IAE bank account specified in Section 2.7.4 above or as otherwise notified to Spirit in writing by IAE.

2.7.6 If Spirit fails to make any payment pursuant to this Section 2 on or before the date when such payment is due, then, without prejudice to any of IAE's other rights, IAE

will (a) be entitled to charge interest on the overdue amount, at the rate equal to the lesser of [\*\*\*] per annum or the New York Citibank prime rate plus [\*\*\*] per annum, from the date such payment was due to the date such payment is made and (b) have the right (but not the obligation) to suspend work on the manufacture of Spare Engines pending the remedy of such failure and to reschedule the date of delivery of such Spare Engine following the cure of such failure to a new date, using commercially reasonable efforts to reschedule to a new mutually agreeable delivery date. Notwithstanding the foregoing, Spirit shall not be liable for interest in respect of any overdue amount which is being contested in good faith.

2.7.7 For the purpose of this Section 2.7, the "Estimated Purchase Price" of any of the Spare Engines shall be calculated in accordance with the following formula:

[\*\*\*]

where:

[\*\*\*].

### 3. Spare Parts Provisions

#### 3.1 Intent and Term

---

3.1.1 For as long as Spirit owns and operates one or more Aircraft in regular commercial service and is not in breach of any material obligation to IAE under this New Fleet Contract, IAE shall use commercially reasonable efforts to make available adequate supplies of Spare Parts for sale to Spirit under this New Fleet Contract. In consideration thereof, except as otherwise provided under Section 3.1.2 below, Spirit shall buy from IAE, and IAE shall sell to Spirit, all of Spirit's requirements of the following:

- (a) Spare Parts and Support Equipment necessary to support Spirit's operation of the Aircraft and/or use of the Spare Engines; and
- (b) Vendor Parts for which direct supply arrangements between the manufacturers of such Vendor Parts and Spirit cannot be reasonably established. Spirit shall notify IAE in writing not less than the greater of (i) the lead time of the vendor as specified in the respective vendor manual or (ii) three (3) months before scheduled delivery requested by Spirit that Spirit intends to purchase such Vendor Parts from IAE.

In an emergency or upon the reasonable request of Spirit, IAE may sell to Spirit Vendor Parts which it is not obligated to sell under this New Fleet Contract, but which it has in stock or otherwise has reasonably available to it in current inventory.

### 3.1.2 Purchase by Spirit from Others

[\*\*]

### 3.2 ATA Standards

The parties to this New Fleet Contract shall comply with the requirements of shipping procedures outlined in ATA Specifications 2000 and 300, provided that the parties shall be entitled to negotiate reasonable changes in those procedures or requirements of the

specifications that, if complied with exactly, would result in an undue operating burden or unnecessary economic penalty.

### 3.3 Stocking of Spare Parts

As soon as reasonably possible after receipt of IAE's written request, Spirit shall provide IAE with information reasonably required to enable IAE to plan and organize the manufacture and stocking of Spare Parts.

### 3.4 Lead Times

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- 3.4.1 IAE shall endeavor to deliver replenishment Spare Parts within the Lead Time specified in the IAE Spare Parts Catalog, except for certain major Spare Parts that are designated in the Spare Parts Catalog as being available at prices and lead times to be quoted upon request. Support Equipment and Vendor Parts are available at prices and Lead Times to be quoted upon request and IAE shall endeavor to deliver any such Support Agreement or Vendor Parts within such Lead Times as quoted.
- 3.4.2 If any order for replenishment Spare Parts shall call for a quantity materially in excess of Spirit's normal requirements, IAE shall notify Spirit and may request a special delivery schedule. If Spirit confirms that the full quantity ordered is required, delivery of the order shall be effected at delivery dates mutually acceptable to IAE and Spirit and the Lead Times provided by this Section shall not apply.
- 3.4.3 In an emergency, IAE shall use its reasonable efforts to deliver all Spare Parts within the time limits specified by Spirit. IAE will provide notice of the action to be taken on such orders within the following time periods from IAE's receipt of such notice and based on the type of order:
- (a) AOG (Aircraft on Ground) orders - within 4 hours;
  - (b) Critical (imminent AOG or work stoppage) - within 24 hours;
  - (c) Expedited (less than published or quoted lead time) - within 7 days.

### 3.5 Ordering Procedure

- 3.5.1 Orders for Spare Parts and Support Equipment may be placed by Spirit from time to time on an as-needed basis. Spirit shall give IAE as much notice as practicable of any change in its operation, including, but not limited to, changes in maintenance or overhaul arrangements affecting its requirements of Spare Parts, Support Equipment and including Vendor Parts.
- 3.5.2 IAE shall promptly acknowledge receipt of each order for Spare Parts in accordance with ATA Specification 2000 procedure. Unless qualified, such acknowledgment, subject to variation in accordance with Section 3.4.2 above, shall constitute an acceptance of the order under the terms of this New Fleet Contract.
- 3.5.3 Standard package quantities shall be delivered and packed in accordance with the Spare Parts Catalog.
-

### **3.6 Modifications to Spare Parts**

- 3.6.1 IAE shall be entitled to make modifications or changes to the Spare Parts ordered by Spirit hereunder provided that the modification has received the approval of the Certification Authority and modified Spare Parts shall be substituted for Spare Parts ordered. IAE shall promptly inform Spirit by means of Service Bulletins when such modified Spare Parts (or Spare Parts introduced by a repair scheme) become available for supply hereunder. Notification of such availability shall be given to Spirit before delivery.
- 3.6.2 Modified Spare Parts shall be substituted for Spare Parts ordered unless the modifications stated in Service Bulletins in the recommended or optional category are considered by Spirit to be unacceptable and Spirit so states in writing to IAE within ninety (90) days of the transmittal date of the applicable Service Bulletin, in which case Spirit shall be entitled to place a single order for Spirit's anticipated total requirement of pre-modified Spare Parts, at a price and delivery schedule to be agreed.
- 3.6.3 Unless Spirit notifies IAE in writing under the provisions of Section 3.6.2 above, IAE may supply at the expense of Spirit a modification of any Spare Part ordered (including any additional Spare Part needed to ensure interchangeability), provided that the modification has received the approval of the Certification Authority. The delivery of such Spare Parts shall begin on dates indicated by the applicable Service Bulletin. The delivery schedule shall be agreed at the time when orders for modifications are accepted by IAE.

### **3.7 Inspection**

- 3.7.1 Conformance to the Specification of Spare Parts purchased hereunder will be assured by IAE through the maintenance of procedures, systems and records approved by the Certification Authority. Conformance documentation will be issued by IAE to Spirit and signed by IAE personnel authorized for such purpose.
- 3.7.2 Conformance of Support Equipment and Vendor Parts purchased pursuant to this Section 3 will be assured by IAE conformance documentation and/or Vendor conformance documentation, as applicable.
-

3.7.3 Upon the issuance of conformance documentation in accordance with Sections 3.7.1 or 3.7.2 above and delivery in accordance with Section 3.9.1 below Spirit shall be deemed to have accepted the applicable Spare Parts, Support Equipment, or Vendor Parts, and that such Spare Parts, Support Equipment or Vendor Parts conform to the applicable specification without prejudice to any of Spirit's warranty and support rights under this New Fleet Contract or any other right of Spirit under applicable law.

3.8 Delivery and Packing

3.8.1 IAE shall deliver Spare Parts, Support Equipment and Vendor Parts if such parts are purchased from IAE pursuant to this Section 3, Ex-Works (INCOTERMS 2000) the point of manufacture. Shipping documents and invoices shall be in accordance with ATA Specification 2000.

3.8.2 Upon such delivery as described in Section 3.8.1, title to and risk of loss of or damage to the Spare Parts, Support Equipment, and Vendor Parts shall pass to Spirit.

3.8.3 In accordance with ATA Specification 2000 requirements, Spirit shall advise IAE at time of order of its instructions as to the marking and shipping of the Spare Parts, Support Equipment and Vendor Parts.

3.8.4 The packaging of Spare Parts, Support Equipment, and Vendor Parts shall be in accordance with ATA Specification 300 Category 2 standard, unless deviations are otherwise agreed pursuant to Section 3.2 and shall be free of charge to Spirit. Category 1 standard packaging, if required by Spirit, shall be paid for by Spirit.

3.9 Prices

3.9.1 Prices of all Spare Parts, Support Equipment, and Vendor Parts shall be quoted in U.S. Dollars, in the Spare Parts Price Catalog, or Initial Provisioning Data, or in individual quotations. Such prices shall represent net unit prices, Ex-Works (INCOTERMS 2000), IAE point of manufacture according to Section 3.8.1 above.

Prices and Lead Times in the Spare Parts Price Catalog or by individual quotations are valid for the time period as listed in the Spare Parts Catalog or as shown in the quotation.

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- 3.9.2 Prices applicable to each order placed by Spirit hereunder shall be the prices in effect at the time of such order according to the terms of the Spare Parts Price Catalog. IAE will honor the Spare Parts Catalog price or the quoted price (within the applicable quote validity period) at the time of each purchase order. If Spirit makes an error in its purchase order, the price at the time of the corrected purchase order will be applicable.
- 3.9.3 IAE may from time to time adjust its prices for Spare Parts and Support Equipment upon not less than ninety (90) days prior written notice to Spirit. Any individual price errors in the calculation of prices may be corrected in good faith without advance notice to Spirit.
- 3.9.4 On request by Spirit, prices of Spare Parts, Support Equipment, or other materials not included in the Spare Parts Price Catalog shall be quoted within a reasonable time by IAE.

3.10 Payment

- 3.10.1 Payment for all purchases of Spare Parts, Support Equipment, and Vendor Parts under this Section 3 shall be made by Spirit to IAE [\*\*\*]. Payment for any other invoices arising under this New Fleet Contract shall be made by Spirit to IAE [\*\*\*].
- 3.10.2 Spirit undertakes that IAE shall receive payment in U.S. Dollars of the full amount of payments falling due under this Section 3.10, without any withholding or deduction whatsoever.
- 3.10.3 All payments under this Section 3.10 shall be made by wire transfer to, and shall be deposited not later than the due date of payment with: [\*\*\*] or such other account in the United States as otherwise notified from time to time by IAE in writing to Spirit.
- 3.10.4 For the purpose of this Section 3.10, payment shall only be deemed to have been made to the extent immediately available funds are received in the account specified in sub-Section 3.10.3 above or as otherwise notified by IAE in accordance with the terms of this New Fleet Contract.

3.10.5 Notwithstanding Section 3.10.1 above, payments for all purchases of Spare Parts, Support Equipment and Vendor Parts may, at IAE's option become payable prior to delivery of such items upon the occurrence and during the continuance of any of the following events: (a) a receiver or trustee is appointed for all or a substantial part of Spirit's property, or (b) Spirit is adjudicated or voluntarily becomes a bankrupt under any bankruptcy or winding up laws or other similar legislation, or (c) Spirit becomes insolvent or makes an assignment for the benefit of creditors, or (d) Spirit is in default of any payments obligation under this New Fleet Contract, the New Fleet FHA, the Existing Fleet GTA, the Existing Fleet FHA, or [\*\*\*], or (e) is in material default under any section of this New Fleet Contract after receipt of written notice of such payment or material default and the expiration of any applicable cure period in respect thereof. Notwithstanding the foregoing, Spirit shall not be deemed to be in default of any payment obligation if the validity or amount of the same is being contested by Spirit in good faith.

3.10.6 If Spirit fails to make any payment for any Spare Parts, Support Equipment, or Vendor Parts on or before the date when such payment is due, then, without prejudice to any other rights set forth herein or under applicable law, IAE will be entitled to charge interest on the overdue amount, at the rate of the lesser of [\*\*\*] or the New York Citibank prime rate plus [\*\*\*] per annum, from the date such payment was due to the date such payment is made. Notwithstanding the foregoing, Spirit shall not be liable for interest in respect of any overdue amount which is being contested in good faith.

3.11 Conflict

In the event of any conflict between the provisions of this New Fleet Contract and the provisions of ATA Specifications 101, 2000 and 300, or purchase orders from Spirit the provisions of this New Fleet Contract shall prevail.

4. Warranties, Guarantees and Liabilities

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4.1 IAE warrants to Spirit that, at the time of delivery, the Supplies sold hereunder will be free of defects in material and manufacture, and will conform substantially to applicable specifications and the rules and regulations of the Certification Authority. IAE's liability and Spirit's remedies under this warranty are limited to the repair or replacement, at IAE's election, of Supplies or parts thereof returned to the place of manufacture in accordance with IAE's written shipping instructions and which are shown to IAE's reasonable satisfaction to have been defective; provided, that written notice of the defect shall have been given by Spirit to IAE within [\*\*\*] after the first operation or use of the relevant Supplies (or if the Supplies are installed in Spirit Aircraft, [\*\*]) after the date of delivery of such Supplies by IAE to Spirit. Transportation charges for the return of Supplies to IAE pursuant to this Section 4.1 and their reshipment to Spirit and the risk of loss thereof will be borne by IAE only if the Supplies are returned in accordance with reasonable written shipping instructions from IAE and judged by IAE, acting reasonably, to have been defective at the time of delivery to Spirit.

4.2 IAE warrants to Spirit that it shall convey good and marketable title to all Spare Engines, Parts and other goods sold to Spirit hereunder, free and clear of all liens, claims, encumbrances and other rights of third parties.

4.3 In addition, IAE grants and Spirit accepts the following (all as set forth in Exhibit D, the "Warranties"):

[\*\*\*]

4.4 IAE also grants and Spirit accepts the following (all as set forth in Exhibit E, the "Guarantees"):

[\*\*\*]

4.5 The parties agree that the Warranties shall apply to any equipment that falls within the type of equipment covered by those Warranties, which are manufactured, supplied, or inspected by IAE howsoever and whenever (whether before, on or after the date first above written) acquired by Spirit from whatsoever source including but not limited to any V2500 aero engines and any associated equipment therefor, and any parts for such engines and associated equipment that form part of any aircraft acquired from the manufacturer.

4.5

[\*\*\*] It is not the intent, however, to duplicate benefits or remedies provided to Spirit by IAE or another source (e.g., another equipment manufacturer or lessor) as a result of the same event or cause. Therefore, notwithstanding the terms of the Warranties and Guarantees, Spirit agrees that it shall not be eligible to receive benefits or remedies from IAE if it stands to receive or has received duplicate benefits or remedies from IAE or another source as a result of the same event or cause. Furthermore, in no event shall IAE be required to provide duplicate benefits to Spirit and any other party (such as a leasing company) as a result of the same event or cause.

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4.6 IAE and Spirit agree that the following provisions shall apply to each of the Guarantees, unless otherwise expressly set forth therein.

4.6.1 Definitions and General Conditions

All of the Definitions and General Conditions set forth in the V2500 Engine and Parts Service Policy shall apply to the Guarantees. Exclusions set forth in the General Conditions of the V2500 Engine and Parts Service Policy shall apply to the Guarantees.

4.6.2 Specific Conditions

(a) The rates and remedies in the Guarantees are predicated upon Spirit operating its Aircraft powered by Engines in accordance with the following operating conditions:

- (i) An annual average flight cycle of: [\*\*\*] hours for V2524-A5 powered Aircraft, [\*\*\*] hours for V2527-A5 powered Aircraft, and [\*\*\*] hours for V2533-A5 powered Aircraft (each calculated from the moment the wheels of an Aircraft, on which an Engine is installed, leave the ground on take-off to the moment when the wheels of such Aircraft touch the ground on landing);
- (ii) An annual average utilization of [\*\*\*] hours per V2524-A5 powered Aircraft, [\*\*\*] hours per V2527-A5 powered Aircraft, and [\*\*\*] hours per V2533-A5 powered Aircraft;
- (iii) An average engine thrust derate of: [\*\*\*] for V2524-A5 powered Aircraft, [\*\*\*] for V2527-A5 powered Aircraft, and [\*\*\*] for V2533-A5 powered Aircraft, all relative to the name plate thrust rating;
- (iv) An average ambient temperature for take-off no greater than: [\*\*\*] for V2524-A5 powered Aircraft, [\*\*\*] for V2527-A5 powered Aircraft, and [\*\*\*] for V2533-A5 powered Aircraft;
- (v) Spirit's main bases are located at Fort Lauderdale, Florida, Detroit, MI, Atlantic City, NJ, Dallas, TX, USA;
- (vi) Spirit acquiring all of the Aircraft and Firm Spare Engines as set forth in Exhibit B-1 and Exhibit B-2, as amended, supplemented and/or updated from time to time;
- (vii) After taking delivery of all the Firm Spare Engines as set forth in Exhibit B-2, Spirit maintaining a minimum ratio of [\*\*\*] Spare Engines to installed Engines for its Aircraft fleet;

- (viii) Spirit owning, operating, and maintaining the Aircraft and Engines in regular and frequent airline operation for the duration of the Guarantee period(s), in accordance with Airbus', IAE's, and other applicable OEM's technical manuals, the MMP (including Engine rebuild requirements) and the New Fleet FHA, as applicable;
- (ix) [\*\*\*]
- (x) Spirit acquiring from IAE or IAE's approved sources sufficient accessories, components, Spare Parts, and spare Engines at the levels recommended by IAE, to maintain proper support of the New Engine Fleet; and
- (xi) Spirit operating each Engine at its originally installed or delivered thrust rating, except as otherwise mutually agreed by the Parties.
- (b) Should any of the above operating conditions not be met or if Spirit takes delivery of additional aircraft powered by V2500 engines that the Parties agree to include such engines under this New Fleet Contract, IAE, acting in good faith and in consultation with Spirit, may make reasonable and appropriate adjustments to the Guarantees, with appropriate retroactive application, to address any deviations from such operating conditions.
- (c) Subject to Section 4.6.2(b) above, IAE agrees that, so long as Spirit does not vary the specific conditions for Engines listed in Sections 4.6.2(a)(i), 4.6.2(a)(ii), , 4.6.2(a)(iii) and 4.6.2(a)(iv) by more than [\*\*\*] from their stated levels, Guarantee Rates for each Guarantee shall not be modified for such variation unless expressly stated to the contrary in such Guarantee.
- (d) Where Guarantee Rates are delineated by the applicable Engine model, such Guarantee Rates reflect the assumption that all Aircraft are delivered with the corresponding V2500-A5 Engine model. IAE agrees that the actual Guarantee Rate for Engines under such Guarantees shall fall between the highest and lowest rates, irrespective of the actual Aircraft model mix,

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subject to the other specific conditions set forth in this Section 4.6.2. For avoidance of doubt and subject to the provisions of this New Fleet Contract, the model mix shall be determined solely by Spirit. The Guarantees Rate for all other Guarantees shall be as stated, irrespective of the actual Aircraft model mix, subject to the conditions set forth in this Section 4.6.2.

4.6.3 The Parties agree that IAE's maximum liability, if any, associated with the Guarantees except for the [\*\*\*] shall not, exceed [\*\*\*] for the term of the New Fleet Contract. IAE's maximum liability, if any, for [\*\*\*] shall not exceed [\*\*\*] for the term of the New Fleet Contract.

4.7 THE WARRANTIES AND GUARANTEES GRANTED TO SPIRIT UNDER THIS NEW FLEET CONTRACT AND/OR THE NEW ENGINE FLEET FHA, ARE EXCLUSIVE AND ARE GIVEN BY IAE IN LIEU OF (A) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN STATUTE, CONTRACT, TORT OR STRICT LIABILITY AGAINST IAE OR ITS AFFILIATES, WHETHER OR NOT ARISING FROM THE NEGLIGENCE, ACTUAL OR IMPUTED (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), OF IAE OR ITS AFFILIATES, STOCKHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, PERMITTED ASSIGNS AND AGENTS.

4.8 [\*\*\*]

4.9 [\*\*\*]

4.10 [\*\*\*]

4.11 IAE and Spirit agree that credits issued to Spirit's account with IAE pursuant to any of the Warranties or Guarantees may be utilized for the purchase of goods and/or services from IAE. Notwithstanding the foregoing, Spirit may request IAE to pay credits issued under the Guarantees in cash, subject to:

4.11.1 the spare parts credits, or portions thereof, having gone unapplied for more than [\*\*\*];

4.11.2 there then being no overdue invoices payable by Spirit for any IAE goods and/or services; and

4.11.3 Spirit issuing a written request to IAE authorizing the payment of such spare parts credits in cash with appropriate payment instructions.

5. **Product Support Services**

5.1 IAE will make available to Spirit the Product Support Services described in Exhibit C to this New Fleet Contract. Except when identified in such Exhibit C as being at additional cost or as requiring separate contractual arrangements, such Product Support Services shall be supplied at no additional charge to Spirit. IAE may delegate the performance of product support services to an affiliated company or any of IAE's shareholders.

5.2 Spirit will provide to any IAE customer support representative(s) working at its facility, free of charge:

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- 5.2.1 reasonable, secure office accommodation including furniture and office equipment and
- 5.2.2 access to telephone, facsimile and secretarial services and
- 5.2.3 access to such first-aid and emergency assistance as is customarily provided to Spirit's own employees and
- 5.2.4 reasonable airfare, accommodations, and subsistence during any period in which the customer support representative(s) is required by Spirit to travel away from such customer support representative(s)' normal location at Spirit.

Spirit further agrees and acknowledges that such customer support representative(s) shall at all times remain employees of IAE and shall, in such capacity, be entitled to reasonable working benefits such as leaves of absence, sick days and holiday as are paid for and granted by IAE to its employees. However, such leaves shall not interfere with IAE's provision of the Product Support Services to Spirit, and should any leave for a customer support representative extend beyond forty-five (45) days, IAE agrees to provide a substitute representative to ensure continuity of service. Notwithstanding the foregoing, at no time shall any IAE customer support representative be considered an employee or independent contractor of Spirit.

## 6. Miscellaneous

### 6.1 Delay in Delivery

6.1.1 If IAE is hindered or prevented from performing any obligation hereunder including but not limited to delivering any of the Supplies within the time for delivery specified in this New Fleet Contract (as such time may be extended pursuant to the provisions of this New Fleet Contract) by reason of:

- (a) any cause beyond the reasonable control of IAE;
- (b) fires, industrial disputes or introduction of essential modifications required by the Certification Authority;
- (c) compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, except to the extent that the delay is caused by IAE's failure to act in conformity with applicable deadlines set forth in such governmental regulation or order;

(any such delay an "Excusable Delay") the time for delivery shall be extended by a period equal to the period for which delivery shall have been so hindered or prevented, and IAE shall not be under any liability whatsoever in respect of such delay.

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6.1.2 If, by reason of any of the Excusable Delays embraced by Section 6.1.1 above, IAE is hindered or prevented from delivering any goods (that are the same as and include the Supplies) to purchasers (including Spirit) then IAE shall have the right to allocate in good faith such goods, as they become available, at its own discretion among all such purchasers and IAE shall not be under any liability whatsoever to Spirit for delay in delivery to Spirit resulting from such allocation by IAE and the time for

delivery shall be extended by a period equal to the delay resulting from such allocation by IAE. [\*\*\*]

6.1.3 [\*\*\*]

6.1.4 The right of Spirit to claim damages shall be conditional upon Spirit (i) notifying IAE of its claim in writing within [\*\*\*] from the Claim Start Date, and (ii) submitting a written claim therefor within [\*\*\*] from the Claim Start Date.

The "Claim Start Date" shall be the date on which IAE notifies Spirit that the item of the Supplies so delayed is ready for delivery, or from the date on which Spirit exercises the right of cancellation in respect of such item conferred in accordance with Section 6.1.5 below, whichever date shall first occur.

6.1.5 Should IAE delay performance of any obligation for a reason other than an Excusable Delay hereunder including but not limited to delivery of any item of the Supplies beyond [\*\*\*] from the time for delivery specified in this New Fleet Contract (as such time may be extended pursuant to the provisions of this New Fleet Contract) then, in addition to the right of Spirit under Section 6.1.3, Spirit shall be entitled to terminate the order with respect to the affected item on giving IAE notice in writing. Upon receipt of such notice IAE shall be free from any obligation in respect of such item except that IAE shall refund to Spirit any deposits made in respect of the purchase price of such item of the Supplies.

6.1.6 No escalation shall apply during any period of delay unless such period of delay is caused by any of the causes specified in Clause 6.1.1.

6.2 Intellectual Property

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6.2.1 In the event any suit, claim or action is brought against Spirit (or a person expressly indemnified by Spirit) alleging that, without further combination, Spirit's use or resale of (a) goods (b) a part made by or under IAE's control and in accordance with the specification or design provided by IAE or (c) a process embodied in the goods delivered to Spirit by IAE infringes any patents, IAE will, at its own expense, conduct the entire defense including any and all necessary court action, settlements, and appeals. IAE will either settle such claim or pay all damages and costs awarded in a non-appealable judgment, excluding indirect, incidental, special, consequential, and punitive damages. If the use or resale of such goods or part(s) is finally enjoined, IAE will, at its option: (a) procure for Spirit the right to use or resell such goods or parts; (b) replace such goods or parts with equivalent non-infringing parts; (c) modify such goods or parts so they become non-infringing but equivalent; or (d) remove such goods or part(s) and refund the purchase price (less a reasonable allowance for use, damage or obsolescence).

6.2.2 The preceding provision is applicable only if the following conditions are met: (a) the goods, part(s), services, or process involved in the suit, claim, or action must have been provided under this New Fleet Contract or during maintenance services in accordance with this New Fleet Contract or the New Engine Fleet FHA, as applicable; (b) the alleged infringement must be an infringement of any patents of the nation in which Spirit's principal place of business is located or a jurisdiction within which the relevant Supplies were manufactured or delivered to Spirit; (c) Spirit must provide IAE with timely notice of such suit, claim, or action and the full opportunity to assume the entire defense thereof; and (d) Spirit must provide IAE

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with all information available to Spirit and other defendants pertaining to the alleged infringement.

6.2.3 For the avoidance of doubt, this provision will not apply to (a) any alleged patent infringement in any nation other than as specified above; (b) any Spirit-furnished specification or design or the performance of a process not recommended in writing by IAE; (c) any goods or parts or components thereof manufactured according to a non-IAE specification or design; (d) the use or sale of goods or parts delivered hereunder in combination with other goods not delivered to Spirit by IAE; or (e) any instance not specified in the preceding paragraphs. In such instances, Spirit will indemnify and hold IAE harmless.

6.3 [\*\*\*]

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[Reserved]

#### 6.4 Confidentiality

The terms and conditions of this New Fleet Contract and any technical information provided in connection with it are confidential and proprietary to IAE and Spirit. Each Party agrees to: (a) limit disclosures of such confidential information to persons who have a need to know within their organizations; (b) keep such information confidential; and (c) not disclose to any third party other than (i) as required by applicable law or legal process; (ii) in connection with the disclosure requirements of any applicable government authority or exchange; (iii) to its legal, financial, tax or other advisors who are bound by an obligation of confidentiality or to the confidentiality requirements of this New Fleet Contract and (iv) in connection with the enforcement of its rights hereunder, without the prior written consent of the other party (not to be unreasonably withheld), provided that, in the case of (c)(i), *supra*, the Party that is to disclose such confidential information in response to such applicable law or legal process shall notify the other Party, and upon the request of the other Party, shall cooperate with the other Party in contesting such disclosure.

#### 6.5 Taxes

6.5.1 Subject to Section 6.5.2 below, IAE shall pay all imposts, duties, fees, taxes and other like charges levied by any tax authority or any agency thereof in connection with the Supplies prior to their delivery.

6.5.2 All amounts stated to be payable by Spirit pursuant to this New Fleet Contract exclude any value added tax, sales tax or similar such tax. In the event that the supply of goods or services under this New Fleet Contract is chargeable to any value added tax, sales tax or similar tax, such tax will be borne by Spirit. To ensure so far as possible that Spirit is not charged with European Community value added tax ("VAT"), Spirit will within 30 days of signature hereof, inform IAE of its VAT Code (if any) for inclusion on IAE's invoices.

6.5.3 Spirit shall pay all other imposts, duties, fees, taxes and other like charges by whomsoever levied.

6.5.4 Notwithstanding the foregoing, Spirit shall have no liability to IAE for any tax or taxes levied on IAE in connection with its gross income, or any franchise, turn-over or other similar tax or any tax levied on IAE relating to its business activities generally and not specifically arising out of or in connection with the transactions contemplated hereby and any taxes to the extent the same would not have been imposed but for

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the gross negligence or willful misconduct of or a breach of this New Fleet Contract by IAE.

6.5.5

If either IAE or Spirit becomes aware of any taxes set forth in this Section 6.5, the relevant Party shall promptly notify the other Party, and both parties agree to cooperate, consult in good faith and take such other reasonable steps in order to mitigate to the full extent permitted by law, any such tax..

6.6 Amendment

This New Fleet Contract shall not be amended in any way other than by written agreement by the parties on or after the date of this New Fleet Contract, which agreement is expressly stated to amend this New Fleet Contract.

6.7 Assignment

*[Reserved]*

6.8 Insurance

6.8.1 IAE shall at its own cost and expense procure and maintain (or cause its subcontractors to procure and maintain) in full force and effect during the Period of Cover policies of insurance of the types and in the minimum amounts as stated below: [\*\*\*]

6.8.2 [\*\*\*]

6.9 Exhibits

In the event of any unresolved conflict or discrepancy between the Exhibits (which are hereby expressly made a part of this New Fleet Contract) and Sections of this New Fleet Contract then the Sections shall prevail.

6.10 Headings

The Section headings and the Table of Contents do not form a part of this New Fleet Contract and shall not govern or affect the interpretation of this New Fleet Contract.

6.11 Governing Law and Forum

6.11.1 This New Fleet Contract shall be subject to and interpreted and construed in accordance with the laws of the City of New York, Borough of Manhattan, State of New York, United States of America, without regard to its conflict of laws provisions other than Sections 5-1401 and 5-1402 of the New York General Obligations Law. The parties agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (1980).

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6.11.2 The parties irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in the State of New York, United States of America, in connection with any suit, action or proceeding arising out of or relating to this Agreement and irrevocably waive to the fullest extent permitted by law, any objection to the laying of venue of any such suit, action or proceeding in any such court or any claim that any suit, action or proceeding has been brought in an inconvenient forum. Further,

the parties hereto agree to waive any rights either of them may have to a jury trial in connection with any such suit, action or proceeding.

6.12 Compliance with All Applicable Laws and Regulations

6.12.1 Export/Import Spirit agrees that it will not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any IAE goods, software, technical data (including products derived from or based on such technical data), or services received directly or indirectly from IAE to any Prohibited Party without obtaining prior authorization from the relevant government authorities as required pursuant to Export Laws. Failure to do so will result in IAE invoking its rights to terminate this New Fleet Contract per the provisions of Sections 6.15 and 6.16 below.

6.12.2 "Prohibited Parties" means, collectively, those countries, and persons to whom the sale, export, re-export, transfer, diversion or other disposition of any IAE goods, software, technical data or services is prohibited by the applicable export laws and related regulations of the United States, German, British, Japanese, or European Union Governments.

6.12.3 Other Laws and Regulations Each party agrees that it will not, by act or omission, violate any applicable law or regulation of the United States or any political subdivision thereof where the violation thereof would result in the other party being deemed to be in violation of such law or regulation or would otherwise result in a criminal or an un-indemnified civil penalty on the part of such other party.

6.13 Notices

Any notice to be served pursuant to this New Fleet Contract shall be in the English language and is to be sent by certified mail, recognized international carrier or facsimile (with confirmation copy by any of the other means) to:

In the case of IAE:

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IAE International Aero Engines AG  
400 Main Street, M/S 121-10  
East Hartford, Connecticut 06108, United States of America  
Facsimile No. 860-565-4003

Attention: Chief Legal Officer and Company Secretary

In the case of Spirit:

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33026  
Facsimile No. (954) 447-7854  
Attention: Legal Department  
or in each case to such other place of business as may be notified from time to time by the receiving party.

#### **6.14 Exclusion of Other Provisions and Previous Understandings**

- 6.14.1 This New Fleet Contract (including all exhibits, schedules and appendices) together with the FHA and any Side Letter(s) contains the only provisions governing the sale and purchase of the Supplies and shall apply to the exclusion of any prior provisions or attached to or otherwise forming part of any order form of Spirit, or any acknowledgment or acceptance by IAE, or of any other document that may be issued by either party relating to the sale and purchase of the Supplies.
- 6.14.2 The parties agree that neither of them have placed any reliance whatsoever on any representations, agreements, statements or understandings made prior to the signature of this New Fleet Contract, whether orally or in writing, relating to the Supplies, other than those expressly incorporated in this New Fleet Contract, which has been negotiated on the basis that its provisions represent their entire agreement relating to the Supplies and shall supersede all such representations, agreements, statements and understandings.

#### **6.15 Conditions Precedent**

During the term of this New Fleet Contract, the obligations of IAE to provide, or cause to be provided Supplies or any other benefits to Spirit pursuant to the terms hereof, shall be subject to the non-existence of any of the following events on the date when such Supplies or benefits become due, and should any such event then exist IAE shall be under no obligation to provide, or cause to be provided any Supplies or other benefits to Spirit:

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6.15.1 A continuing event of default (taking into account any applicable grace period) by Spirit in (a) any payment due under this New Fleet Contract (including any exhibits and letter agreements thereto), or [\*\*\*]; or

6.15.2 Any event that is a Termination Event or would be a Termination Event, but for lapse of time, shall have occurred and be continuing.

6.16 Termination Events

6.16.1 Any of the following shall constitute a "Termination Event" under this New Fleet Contract:

(a) Spirit commences any case, proceeding or other action with respect to Spirit or its property in any jurisdiction relating to bankruptcy, insolvency, reorganization, dissolution, liquidation, winding-up, or relief from, or with respect to, or readjustment of, debts or obligations; or

(b) Spirit seeks the appointment of a receiver, trustee, custodian or other similar official for Spirit for all or substantially all of its assets, or Spirit makes a general assignment for the benefit of its creditors; or

(c) Spirit otherwise becomes the object of any case, proceeding or action of the type referred to in the preceding Sections 6.16.1(a) or 6.16.1(b) that remains unstayed, undismissed or undischarged for a period of sixty (60) days; or

(d) An action is commenced against Spirit seeking issuance of a warrant of attachment, execution, distress or similar process against all or

substantially all of its assets that remains unstayed, undismissed or undischarged for a period of sixty (60) days; or

(e) A continuing event of default (taking into account any applicable grace period) by Spirit on any payment of principal or interest on any indebtedness hereunder or in the payment of any guarantee obligation hereunder [\*\*\*].

(f) Failure to take delivery of all of the Aircraft and Spare Engines in accordance with the delivery schedule set forth in Exhibit B, as amended, supplemented or modified from time to time.

In the event of the occurrence of a Termination Event, Spirit shall be deemed to be in material breach of this New Fleet Contract, and IAE shall at its option have the right to resort to any remedy under applicable

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law, including, without limitation, the right by written notice, effective immediately, to terminate this New Fleet Contract; provided that, no such notice need be delivered, and this New Fleet Contract shall automatically terminate upon the occurrence of a Termination Event specified in Section 6.16.1(a), 6.16.1(b), or 6.16.1(c)

6.16.2 Spirit shall have the option, at its sole discretion, to terminate this New Fleet Contract in whole or in part, upon the occurrence of any of the following events:

- (a) IAE commences any case, proceeding or other action with respect to IAE or its property in any jurisdiction relating to bankruptcy, insolvency, reorganization, dissolution, liquidation, winding-up, or relief from, or with respect to, or readjustment of, debt or obligations;
- (b) IAE seeks the appointment of a receiver, trustee, custodian, or other similar official for IAE for all or substantially all of its assets, or IAE makes a general assignment for the benefit of its creditors;
- (c) IAE otherwise becomes the object of any case, proceeding or action of the type referred to in the preceding clauses (a) or (b) which remains unstayed, undismissed or undischarged for a period of sixty (60) days;
- (d) An action is commenced against IAE seeking issuance of a warrant of attachment, execution, distress or similar process against all or substantially all of its assets which remains unstayed, undismissed, or undischarged for a period of sixty (60) days;
- (e) A continuing event of default (taking into account any applicable grace period) by IAE on any payment of principal or interest on any indebtedness hereunder or in the payment of any guarantee obligation hereunder or under any Spirit financing agreement with IAE for the Aircraft, [\*\*\*].

In the event of the occurrence of any of the foregoing, IAE shall be deemed to be in material breach of this New Fleet Contract, and Spirit shall at its option have the right to resort to any remedy under applicable law, including, without limitation, the right by written notice, effective immediately, to terminate this New Fleet Contract; provided that, no such notice need be delivered, and this New Fleet Contract shall automatically terminate upon the occurrence of a Termination Event specified in Section 6.16.2(a), 6.16.2(b), or 6.16.2(c)

#### 6.17 Effect of Termination

Upon any expiration or termination of this New Fleet Contract, the rights and obligations of the parties under this New Fleet Contract will terminate. Notwithstanding anything herein to the contrary, all liabilities

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and obligations (including payment obligations) that have accrued prior to termination or expiration will survive. Notwithstanding the foregoing and for the avoidance of doubt, upon termination, as a result of a Termination Event described in Section 6.15.1, IAE shall have no obligation to deliver goods not yet delivered.

#### 6.18 No Construction Against Drafter

This New Fleet Contract has been the subject of negotiation between the parties. If an ambiguity or question of intent arises with respect to any provision of this New Fleet Contract, this New Fleet Contract will be construed as if drafted jointly by IAE and Spirit and no presumption or burden of proof will arise favoring or disfavoring either party by virtue of authorship of any of the provisions of this New Fleet Contract.

#### 6.19 Damages

In no event shall either Party to this New Fleet Contract or either party's subsidiaries or affiliates, have any liability to any other party hereto for any indirect, incidental, special, consequential, or punitive damages, including without limitation any damage to or loss of use, revenue or profit with respect to any Aircraft and/or Supplies.

**IN WITNESS WHEREOF** the parties hereto have caused this New Fleet Contract to be signed on their behalf by the hands of their authorized officers the day and year first before written:

Agreed to and accepted on behalf of:  
**IAE International Aero Engines AG**

By:	/s/ Rick Deurloo
Name:	Rick Deurloo
Title:	SVP Sales
In the presence of:	
By:	/s/ Daniel Kirk
Name:	Daniel Kirk
Title:	Sales Director

Agreed to and accepted on behalf of:  
**Spirit Airlines, Inc.**

By:	/s/ Charles A. Rue
Name:	Charles A. Rue
Title:	VP Supply Chain
In the presence of:	
By:	/s/ Edward Christie
Name:	Edward Christie
Title:	SVP & CFO

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**Exhibit A**  
**Contract Specifications**  
[\*\*\*]

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**Exhibit B**  
**Schedules**

**Exhibit B-1**  
**Aircraft Delivery Schedule**

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Aircraft No.	Aircraft Model	Engine Model	Scheduled Delivery Date
1	[***]	[***]	[***]
2	[***]	[***]	[***]
3	[***]	[***]	[***]
4	[***]	[***]	[***]
5	[***]	[***]	[***]
6	[***]	[***]	[***]
7	[***]	[***]	[***]
8	[***]	[***]	[***]
9	[***]	[***]	[***]
10	[***]	[***]	[***]
11	[***]	[***]	[***]
12	[***]	[***]	[***]
13	[***]	[***]	[***]
14	[***]	[***]	[***]
15	[***]	[***]	[***]
16	[***]	[***]	[***]
17	[***]	[***]	[***]
18	[***]	[***]	[***]
19	[***]	[***]	[***]
20	[***]	[***]	[***]
21	[***]	[***]	[***]
22	[***]	[***]	[***]
23	[***]	[***]	[***]
24	[***]	[***]	[***]
25	[***]	[***]	[***]
26	[***]	[***]	[***]
27	[***]	[***]	[***]
28	[***]	[***]	[***]
29	[***]	[***]	[***]
30	[***]	[***]	[***]

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**Exhibit B-2**  
**Spare Engine Price and Delivery**

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Spare Engine No.	Quantity	Engine Model	Scheduled Delivery Date
1	1	[***]	[***]
2	1	[***]	[***]
3	1	[***]	[***]
4	1	[**]	[**]

The unit base price for Spare Engines shall be as follows and escalated in accordance with the escalation formula contained in Exhibit B-3 to this New Fleet Contract.

Engine Model	Unit Base Price (Jan-12 US\$)
V2524-A5	[**]
V2527-A5	[**]
V2533-A5	[**]

**Exhibit B-3**  
**Escalation Formula**

1. Any unit base price or other sum expressed to be subject to escalation from the Base Month (as defined below) to month of delivery or other date of determination in accordance with the IAE Escalation Formula will be subject to escalation in accordance with the following formula:

[\*\*\*]

**Exhibit C**  
**Product Support Plan**

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**PRODUCT SUPPORT  
FOR THE  
V2500 ENGINE  
IAE INTERNATIONAL AERO ENGINES AG**

**Issue No. 7**

**TABLE OF CONTENTS**

1.0 INTRODUCTION	44
2.0 CUSTOMER SUPPORT	44
2.1 CUSTOMER SUPPORT MANAGER	44
2.2 CUSTOMER SUPPORT REPRESENTATIVES	45
2.3 CUSTOMER TRAINING:	45
2.4 ENGINE MAINTENANCE MANAGEMENT	47
2.5 SPECIAL PROGRAMS	48
3.0 BUSINESS SUPPORT	48
3.1 ENGINE WARRANTY SERVICES	49
3.2 MAINTENANCE CENTER SUPPORT	49
3.3 MAINTENANCE FACILITIES PLANNING SERVICE	50
3.4 ENGINE RELIABILITY AND ECONOMIC FORECASTS	50
3.5 LOGISTICS SUPPORT STUDIES	50
3.6 LEASE ENGINE PROGRAM	51
4.0 TECHNICAL SERVICES	51
4.1 TECHNICAL SERVICES	51
4.2 POWERPLANT MAINTENANCE	53
4.3 CUSTOMER PERFORMANCE	53
4.4 DIAGNOSTIC SYSTEMS	54

---

4.5 HUMAN FACTORS	55
4.6 FLIGHT OPERATIONS	55
4.7 REPAIR SERVICES	56
4.8 TOOLING AND SUPPORT EQUIPMENT SERVICES	57
4.9 TECHNICAL PUBLICATIONS	58
5.0. SPARE PARTS	61
5.1 SPARE PARTS SUPPORT	61

## 1.0 INTRODUCTION

IAE International Aero Engines AG (IAE) will make the following support personnel and services available to Spirit: Flight Operations, Customer Performance, Customer Support Representatives, Customer Maintenance Support, Technical Services, Powerplant Maintenance, Service Data Analysis, Human Factors, Repair Services, Warranty Administration, Maintenance Facilities Planning, Tooling and Support Equipment Services, Product Support Technical Publications, Customer Training, Spare Parts Support and Maintenance Center Support. In general, these services are provided [\*\*\*] to V2500 customers, however, some specific customized services as noted in the descriptions below, may be purchased by Spirit from IAE.

To make these support services readily available to Spirit, in the most efficient manner, the Customer Support Group has been established and assigned primary responsibility within IAE for customer liaison. A Customer Support Manager is assigned to maintain direct liaison with each individual Customer. A description of the various product support services available to Spirit follows.

IAE reserves the right to withdraw or modify the services described herein at any time at its sole discretion. No such withdrawal or modification shall diminish the level of services and support which Spirit may be entitled to receive with respect to V2500 engines for which an proper order has been placed with IAE or with respect to aircraft with installed V2500 engines for which a firm order has been placed with the aircraft manufacturer, prior to the announcement of any such withdrawal or modification.

## 2.0 CUSTOMER SUPPORT

### 2.1 CUSTOMER SUPPORT MANAGER

The Customer Support Manager provides a direct liaison between the airline customer's Engineering, Maintenance, Operations, Logistics, Commercial and Financial organizations and the corresponding functions within IAE. The Customer Support Manager assigned to Spirit is responsible for coordinating and monitoring the effort of the Product Support Department functional organization to achieve timely and responsive support for Spirit.

The Customer Support Manager provides the following specific services to Spirit:

- Readiness Program and planning prior to EIS
- Technical recommendations and information.
- Engine Maintenance Management Plans

- Refurbishment, Modification and Conversion program planning assistance.
- Coordination of customer repair, maintenance and logistics requirements with the appropriate Product Support functional groups.
- Assist with critical engine warranty/service policy claims.

The Customer Support Manager will represent Spirit in IAE internal discussions to ensure that the best interests of Spirit and IAE are considered when making recommendations to initiate a program, implement a change or improvement in the V2500 engine.

## 2.2 CUSTOMER SUPPORT REPRESENTATIVES

IAE Customer Support Representatives provide the following services to Spirit:

- 24 Hour Support
- Maintenance Action Recommendations
- Daily Reporting on Engine Technical Situations
- On-The-Job Training
- Service Policy Preparation Assistance
- Prompt Communication with IAE

### 2.2.1 Engine Maintenance Support Service:

Customer Support Representatives assist Spirit's customer personnel in the necessary preparation for engine operation and maintenance. The Representative, teamed with a Customer Support Manager will work closely with the airplane manufacturer's support team particularly during the initial period of aircraft operation. Representatives are in frequent contact with the IAE offices on technical matters. Information and guidance received from the home office is transmitted promptly to Spirit which allows Spirit to share in all related industry experience.

The practice permits immediate use of the most effective procedures and avoidance of unsuccessful techniques. The IAE office contact ensures that IAE Representatives know, in detail, the latest and most effective engine maintenance procedures and equipment being used for maintenance and overhaul of V2500 engines. They offer technical information and recommendations to airline personnel on all aspects of maintenance, repair, assembly, balancing, testing, and spare parts support of IAE.

### 2.2.2 On The Job Training:

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Customer Support Representatives will conduct on-the-job training for Spirit's maintenance personnel. This training continues until the maintenance personnel have achieved the necessary level of proficiency. Training of new maintenance personnel will be conducted on a continuing basis.

#### 2.2.3 Service Policy Administration:

Customer Support Representatives will provide administrative and technical assistance in the application of the IAE Engine and Parts Service Policy to ensure expeditious and accurate processing of airline customer claims.

#### 2.3 CUSTOMER TRAINING:

##### 2.3.1 IAE Customer Training offers Spirit the following support:

- Technical Training at Purpose Built Facilities
- On-site Technical Training
- Technical Training Consulting Service
- Training Aids and Materials

##### 2.3.2 Training Program:

The IAE Customer Training Center has an experienced full-time training staff which conducts formal training programs in English for airline customers' maintenance, training and engineering personnel. The standard training programs are designed to prepare customer personnel, prior to the delivery of the first aircraft, to operate and maintain the installed engines. Standard courses in engine operation, line maintenance, modular maintenance, performance and trouble-shooting are also available throughout the production life of the engine. The courses utilize the latest teaching technology, training aids and student handouts. IAE Customer Support

will coordinate the scheduling of specific courses as required. Training at the Customer Training Center is provided to a limit of fifty (50) man-days per aircraft. The following is the curriculum of standard courses available. On-site technical training, technical training consulting services and customized courses shall be provided upon Spirit's request and subject to separate contractual arrangements.

##### 2.3.3 General V2500 Familiarization:

This two day course is designed for experienced gas turbine personnel who will be responsible for planning, provisioning and maintenance of the V2500 engine. This course is also designed to appropriately familiarize key staff, supervisory and operations planning personnel and flight crews. Discussions are concentrated in the following subject areas:

- Engine construction features internal and external hardware.
  - Engine systems operation, major components accessibility for removal/replacement.
-

- Operational procedures
- Performance characteristics
- Maintenance concepts, repair and replacement requirements and special tooling.

The course is normally conducted in preparation for fleet introductory discussions in the provisioning of spares and tooling, training and line maintenance areas to acquaint the customer with the engine, its systems, operations and procedures.

#### 2.3.4 Line Maintenance and Troubleshooting:

This course is designed for key line maintenance and troubleshooting personnel who have not received previous formal training on the V2500 engine. The classroom phases provide the student with the information essential for timely completion of line maintenance activities and the procedures for effective troubleshooting and correction of malfunctions in the V2500 engine systems and the engine/airframe interfaces. Classroom and shop training are provided for in the following areas:

- Engine Description
- Systems Operation
- Applied Performance
- Ground Operations
- Troubleshooting Procedures
- Practical Phase Line Maintenance Tasks

Additional courses are available in Borescope utilization and Engine Conditioning Monitoring (ECM)

#### 2.3.5 V2500 Familiarization and Modular Maintenance:

Provides experienced heavy maintenance personnel with engine modular disassembly and assembly training. The training is concentrated in the following subject areas:

- Engine Description Overview
- Engine Systems Overview
- Heavy Maintenance Tasks

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- Course duration and "hands-on" coverage are contingent on the availability of an engine and required tooling.

## 2.4 ENGINE MAINTENANCE MANAGEMENT

Planning documents, tailored for individual operators, are developed to serve as Engine Maintenance Management Program criteria and should reflect the FAA requirements under which Spirit will operate. These are directed toward the objective of ensuring cost-effective operation with acceptable post-repair test performance, providing engine reliability to achieve maximum time between shop visits, and minimizing the adverse effects to operation of inflight shutdowns and delays/cancellations. Through the institution of specific maintenance recommendations, proper engine performance, durability, and hot section parts lives can be achieved.

### 2.4.1 Operations Monitoring:

The following information is available to Spirit from the IAE Product Information Process (IP) 2 Group:

#### 2.4.2 Operation Experience Reports:

IAE maintains V2500 Service Data System (SDS) data base from which selected engine operations and reliability summary reports will be developed and made available on a scheduled basis to Spirit. Data reported by IAE Customer Support Representatives serve as input to this data base. This computerized data maintenance and retrieval system will permit:

- A pooling and exchange of service experience for the benefit of the entire airline industry.
- A common statistical base.
- The selective querying of computer data files for answers to Spirit's inquiries.

In addition to providing operations, reliability and VIS reports, SDS serves in-house programs directed at improving engine design and enhancing overall customer support, including spare parts provisioning and warranty administration.

## 2.5 SPECIAL PROGRAMS

### 2.5.1 Engine Hardware Retrofit:

Engine Retrofits are carried out to provide modification of engine hardware configuration when required on delivered engines. This involves assisting in the marshaling of hardware, special tools, manpower and the scheduling of engine and material to modification sites.

### 2.5.2 Controlled Service Use Programs and Material:

IAE shall assume responsibility for the planning, sourcing, scheduling and delivery of Controlled Service Use material, warranty replacement material, service campaign material and program support material subject to the terms of special contracts with Spirit.

Urgent customer shipments, both inbound and outbound, are monitored, traced, routed and expedited as required. The receipt and movement of customer owned

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material returned to IAE is carefully controlled, thus assuring an accurate accounting at all times.

### **3.0 BUSINESS SUPPORT**

The Business Support Group is dedicated to providing prompt and accurate assistance to you, our V2500 airline customer. This Group provides the following categories of assistance and support to Spirit:

- Engine Warranty Services
- Maintenance Support
- Lease Engine Program
- Engine Reliability and Economic Forecasts
- Logistic Support Studies

#### **3.1 ENGINE WARRANTY SERVICES**

Engine Warranty Services will provide the following support for the V2500 engine airline customer:

- Prompt administration of claims concerning Engine Warranty, Service Policy, other support programs and Guarantee Plans.
- Investigation of part condition and part failure.
- Material provisioning administration for Controlled Service Use programs and other material support.

##### **3.1.1 Prompt Administration:**

Spirit is assigned a Warranty Analyst whose job is to provide individual attention and obtain prompt and effective settlements of Warranty and Service Policy claims. A typical claim properly submitted is generally settled, including issuance of applicable credit memo, within thirty days. Experience generated by much of the data derived from such claims often enables IAE to monitor trends in operating experience and to address and often eliminate potential problems.

##### **3.1.2 Investigation and Reports:**

Parts returned to IAE pursuant to the terms of the Service Policy are investigated in appropriate detail to analyze and evaluate part condition and cause of part failure. A report of findings is prepared and forwarded to Spirit and to all IAE departments involved. In the case of vendor parts, the vendor is promptly informed. Where relevant, reports will include recommendations to preclude repetition of the problem.

#### **3.2 MAINTENANCE CENTER SUPPORT**

IAE has arranged for the establishment of Maintenance Centers which are available to accomplish repairs, modifications and conversions, as well as the complete overhaul of the V2500 engine subject to IAE's standard terms and conditions for such work.

Through the use of the IAE established Maintenance Centers and their capabilities, an operator can minimize or eliminate the need for investment in engine support areas depending on the level of maintenance he elects the Maintenance Center to perform. Savings in specific engine support areas, such as spare parts inventory, maintenance and test tooling, support equipment and test facilities, can be demonstrated. Use of Maintenance

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Centers can also minimize the need for off-wing maintenance and test personnel with their associated overhead.

### 3.3 MAINTENANCE FACILITIES PLANNING SERVICE

Maintenance Facilities Planning Service offers the following support to IAE customer:

- - General Maintenance Facility Planning Publications
- - Customized Facility Plans
- - Maintenance Facility and Test Cell Planning Consultation Services

Maintenance Facilities Planning Service provides general and customized facility planning data and consultation services. Facility Planning Manuals for the V2500 engine will present the maintenance tasks, facility equipment and typical departments' floor plans showing arrangement of equipment required to accomplish the tasks for all levels of maintenance. The Facility Equipment Manual is a catalog of standard facility equipment such as lathes, process tanks, hoists, cranes, etc., which is suitable for use in the maintenance and testing of IAE engines.

Customized facility planning services and consulting services are offered subject to separate contractual arrangements. Customized facility plans are developed to meet the requirements of customers' specific fleet sizes, activities and growth plans. The plans identify floor space, facility equipment, utilities and manpower requirements. On-site surveys are conducted as a part of customized plan development to determine the adaptability of existing facilities and equipment for the desired maintenance program. These plans provide floor plan layouts to show recommended locations for work stations, major equipment, marshaling and storage areas, workflow patterns, and structural and utility requirements to accommodate all the engine models that are maintained in the customer's shop. The Maintenance Facilities Planning Service also provides consultant services which are specifically related to the development of engine test cells, and the adaptation of existing maintenance facilities to accommodate expanding production requirements and/or new or additional IAE models.

### 3.4 ENGINE RELIABILITY AND ECONOMIC FORECASTS

Engine reliability and economic forecasts in the forms of predicted shop visit rates and maintenance costs can be provided to reflect the airline customers' operating characteristics. Additionally, various analyses can be conducted to establish life probability profiles of critical engine parts, and to determine optimum part configuration and engine operating procedures.

### 3.5 LOGISTICS SUPPORT STUDIES

As required, logistics studies are conducted to assist in the planning of engine operational support. Such studies may include spare engine and spare module requirements forecasts, level of maintenance analyses, engine type economic evaluations and life cycle cost estimates.

### 3.6 LEASE ENGINE PROGRAM

An engine lease program will be made available to Spirit subject to IAE's standard terms and conditions of lease as per IATA Master Short Term Lease Agreement, form 5016 00. Pool spares will be stationed at selected locations to assure emergency protection against aircraft-on-ground (AOG) situations or to

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provide supplemental support during "zero spares" conditions. Lease engines offered to Customer will be of a configuration and certification

standard acceptable to Customer. Availability will be subject to prior demand; however, the program logistics will be continually reviewed to assure the most effective deployment of available pool engines.

#### 4.0 TECHNICAL SERVICES

##### 4.1 TECHNICAL SERVICES

The Technical Services Group provides the following categories of technical support to the airline customer:

- Technical Services
- Powerplant Maintenance
- Customer Performance
- Diagnostic Systems
- Human Factors
- Flight Operations
- Repair Services
- Tooling and Support Equipment Services
- Technical Publications

Technical Services is responsible for the overall technical support to the customers. The following services are provided:

- Technical Problem Identification/Corrective Action
  - Implementation
  - Technical Communication
  - Engine Conversion Program Definition and Management
-

- Engine Upgrade and Commonality Studies
- Engine Incident Investigation Assistance

Technical information supplied through IAE Customer Support Representatives, Customer Support Managers, customer correspondence and direct meetings with airlines' representatives permits assessment of the factors involved in technical problems and their impact on engine reliability and operating costs. Resolution of these problems is coordinated with responsible groups within IAE and the necessary corrective action is defined. In certain situations the corrective action involves the establishment of Service Evaluation programs for proposed modifications, and the establishment of warranty assistance programs in conjunction with the IAE Warranty Administration Group. Technical Services will assist customers in the implementation of recommended corrective action and improvements principally through official IAE technical communications, and direct customer contact.

#### **4.1.1 Technical Communications:**

Technical Services is responsible for the release of technical communications. Primary communication modes involves release of limits and procedures through engine and maintenance manual revisions and the requirements associated with engine upgrade and/or conversion, durability and performance improvements, and problem resolution through Service Bulletins is provided by All Operator Letters and/or wires or direct technical written response to individual customer inquiries.

#### **4.1.2 Engine Conversion Programs:**

Technical Services defines minimum configuration levels for conversion of service engine models. They serve to assist the customer with the implementation of conversion programs into existing fleets by providing preliminary planning cost estimates and technical planning information regarding tooling, material and instructional requirements. Conversion programs are monitored for problem areas and Technical Services initiates and implements corrective action as may be necessary.

#### **4.1.3 Engine Incident Investigation Assistance:**

Assistance is provided to an airline in conducting engine incident investigations in responding to the requirements of the Certification Authority and the appropriate Airworthiness authority, as applicable.

#### **4.1.4 Line Maintenance and Troubleshooting:**

Line Maintenance and Troubleshooting Seminars can be conducted at the IAE Training Center with the objective of improving line maintenance effectiveness fleetwide. Specialized training on V2500 line maintenance and troubleshooting can be provided through on-site workshops by special contractual arrangement.

Troubleshooting support is provided primarily through powerplant troubleshooting procedures which are published in IAE and airframe manufacturer's manuals. When an airline encounters an engine problem and corrective action taken has not been effective, more direct support in troubleshooting and maintenance can also be provided to the customer's line maintenance personnel. Instructions on V2500 powerplant troubleshooting and maintenance shall also be provided to customer's line maintenance personnel.

#### **4.1.5 Airline Shop Maintenance:**

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Reviews of shop practices and procedures of Spirit shall be conducted, if requested by Spirit, to determine the most efficient and cost-effective methods for maintenance and repair of the V2500 in the environment in which the airline must maintain that engine.

#### 4.2 POWERPLANT MAINTENANCE

Powerplant Maintenance covers responsibility for maximizing engine maintainability, establishing maintenance concepts and requirements and providing maintenance support plans for IAE. This group provided the following services:

- Definition of Maintenance Tasks and Resource Requirements
- Planning Guides

Powerplant Maintenance conducts design reviews and comprehensive maintenance analysis of new engine designs and engine design changes to maximize engine maintainability consistent with performance, reliability, durability and life cycle cost considerations. Maintenance concepts, requirements and tasks are established to minimize maintenance costs. This group represents Spirit's maintainability interests in internal IAE operations and upon request will assist Spirit in resolving specific maintenance task problems.

##### 4.2.1 Progressive Maintenance Planning:

Powerplant Maintenance also provides Planning Guides based upon Maintenance Task Analysis. The guides present engine maintenance requirements, their subordinate tasks and the required resources to accomplish on-aircraft engine maintenance and the off-aircraft repair of engines by modular section/build group replacement. Maintenance requirements are also presented for the refurbishment of modular section/build group by parts replacement, the complete repair of parts, the refurbishment of accessory components and for engine testing. The data in the Planning Guides is presented in a manner that is primarily intended to assist new operators by providing a phased introduction of new engines into their shops and to capitalize on the design maintainability features for the engine when they are developing their maintenance plans.

Powerplant Maintenance Engineering will assist new operators in planning a gradual, technically feasible, and economically acceptable expansion from line maintenance of installed engines through the complete repair of parts and accessory components.

#### 4.3 CUSTOMER PERFORMANCE

Customer Performance provides for the following types of technical assistance to Spirit:

- Engine Performance Analysis Computer Programs for Test Cell Use
- Test Cell Correlation Analysis and Correction Factors
- Engine Stability Procedures and Problem Analysis

Although much of the above support is provided in the form of procedures, data and recommendations in various publications, the group also answers inquiries of a performance nature which are forwarded to IAE by individual customers.

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## **ENGINE PERFORMANCE ANALYSIS**

Technical support is provided in a number of areas related to operational suitability including the development of the test requirements and performance limits for the Adjustment and Test Section of the Engine Manual. Computer programs that will assist Spirit in analyzing engine performance using test cell data can be provided subject to IAE's then current standard license fees and Terms and Conditions.

### **4.3.1 Test Cell Correlation:**

Technical assistance is provided to Spirit for developing appropriate corrections to be used for specific test configurations at Spirit's owned test cell facilities. Reports are provided presenting correlation analyses and IAE recommended test cell corrections which permit comparison of the performance of Spirit tested engines with the respective Engine Manual limits and guarantee plan requirements.

### **4.3.2 Engine Stability:**

Technical support is provided to ensure that engine stability and starting reliability are maintained. Service evaluation programs for proposed improvements are initiated and monitored to determine their effectiveness. In addition, problems relating to engine control systems which impact engine stability and performance are analyzed.

## **4.4 DIAGNOSTIC SYSTEMS**

ADEM is responsible for the technical support of Spirit's acquisition of inflight engine data and the assessment of engine performance through the use of that data. ADEM personnel provide the following services:

- Guidance to help Spirit define their engine monitoring system requirements.
- Development of hardware specifications and computer programs (by separate contractual arrangement) to satisfy engine diagnostic requirements.
- Coordination of all IAE airborne diagnostic support activity.

### **4.4.1 Guidance In Defining Engine Monitoring systems Requirements:**

ADEM can provide consultation services to assist Spirit in defining its engine condition and performance monitoring requirements and in selection of appropriate hardware and software systems to meet those requirements and options between Spirit, airframe manufacturer, and Airborne Integrated Data System (AIDS) manufacturer.

### **4.4.2 Development and Coordination**

ADEM personnel can, if requested by Spirit, develop hardware specification and make computer software available to accomplish Engine Condition Monitoring (ECM) and performance analysis of engine modules using AIDS data. Engine condition monitoring procedures, of both the manual and computerized variety can, if requested by Spirit, also be developed and provided in support of Spirit's selected method of engine condition monitoring. Computer software will be provided to Spirit subject to IAE's then current standard license fees and Terms and Conditions.

Diagnostic Systems personnel also coordinate activities of cognizant functional groups at IAE to provide engine related information to Spirit, airframe manufacturer, and AIDS equipment vendor during the planning, installation, and operation of AIDS.

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#### **4.5 HUMAN FACTORS**

Human Factors supplies data on task time and skill requirements necessary for accomplishing maintenance procedures.

Task data provided includes estimates of the man-hours, elapsed time and job skills necessary to accomplish maintenance tasks as described in IAE's Manual and Service Bulletins. Data is supplied for "on" and "off" aircraft maintenance tasks up to modular disassembly/assembly. Additional selected task data can, if requested by Spirit, be supplied on disassembly/assembly to the piece part level and on parts repair. In addition, the group can, if requested by Spirit, help solve problems related to skill requirements, body dimensions, or excessive man-hours encountered in accomplishing maintenance tasks.

#### **4.6 FLIGHT OPERATIONS**

Flight Operations provides Spirit with the following technical assistance concerning installed engine operations:

- Introduction of new equipment
- Problem resolution and assistance with in-service equipment
- Contractual commitment and development program support
- Publication of engine operations literature and performance aids

##### **4.6.1 New Equipment:**

In accordance with Spirit's needs, Flight Operations can provide on-site assistance in the training of operations personnel and help in solving engine operational problems that might arise during the initial commercial service period. Such assistance can, if requested by Spirit, include participation in initial delivery flights, engine operational reviews, and flight crew training activity.

##### **4.6.2 Problem Resolution - In-Service Equipment:**

In accordance with a mutually agreed upon plan, Flight Operations can, if requested by Spirit, perform cockpit observations to identify or resolve engine operating problems and to assess installed engine performance.

##### **4.6.3 Contractual Support and Development Programs:**

As required, Flight Operations can assist in evaluating installed engine performance relative to contractual commitments and engine improvements which have an impact on engine operations.

##### **4.6.4 Publication Support:**

Flight Operations is responsible for the issuance of Propulsion System Operating Instructions and correspondence pertaining to in-flight engine operations. Such material is coordinated with the airframe manufacturers as required. Special Presentations and Reports shall also be issued, as required, to support the activity described above.

#### **4.7 REPAIR SERVICES**

Repair Services shall provide the following support to Spirit:

- Coordinated Repair Development Activity

- Customer Assistance on Repair Procedures and Techniques
- Qualification of Repair Sources
- Repair Workshops
- Repair Development List

#### **4.7.1 Coordination of Repair Development:**

Repair Services shall provide direct contact with all sources that initiate repair schemes. The Group shall coordinate with representatives of Engineering and Support Services disciplines in identifying repair needs, evaluating various repair options and establishing repair development procedures and schedules. The Group shall participate in setting repair evaluation and approval requirements. If and when the repair is approved and substantiating data is documented, Repair Services shall release the repair to the Engine Manual.

#### **4.7.2 Technical Assistance:**

Repair Services shall provide daily communications with Spirit via technical responses to inquiries direct from Spirit or through IAE's Customer Support

Representative office at Spirit's facility. In addition, Repair Services shall make periodic visits to Spirit's repair facilities to discuss new repairs under development, answer specific questions posed by the particular facility and review actual parts awaiting a repair/scrap decision. Occasionally, Repair Services make special visits to Spirit's facilities to assist in training customer personnel in accomplishing particularly complex repairs.

#### **4.7.3 Qualification of Repair Sources:**

Repair Services shall coordinate the qualification of repair sources for repairs proprietary to IAE or to an outside repair agency. They also perform a review of the qualifications of repair sources for critical, nonproprietary repairs for which a source demonstration is deemed necessary. The group shall participate in negotiation of the legal and business agreements associated with these qualification programs.

### **4.8 TOOLING AND SUPPORT EQUIPMENT SERVICES**

The Tooling and Support Equipment Services Group shall, as requested by Spirit, assist Spirit by providing the following services:

- Support Equipment Manufacturing/Procurement Documentation
- Engine Accessory Test Equipment and Engine Transportation Equipment Specifications
- Support Equipment Logistics Planning Assistance

#### **4.8.1 Support Equipment Documentation:**

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The tooling and Support Equipment Services Group designs the special support equipment required to disassemble, assemble, inspect, repair and test IAE engines. Special support equipment design drawings and Support Equipment Master Data Sheets, which describe how to use the support equipment, shall be supplied to Spirit in the form of 35mm aperture cards. Support equipment designs are kept current with engine growth, and tool Bulletins are issued to customers as part of continuing configuration management service. Updated Design and Master Data Sheets Aperture Cards and Tool Bulletins are periodically distributed to all IAE customers, including Spirit.

#### 4.8.2 Engine Accessory Test Equipment and Engine Transportation Equipment Requirements:

Engine accessory test equipment and engine transportation equipment general requirements and specifications are defined and made available to Spirit. If requested, the Tooling and Support Equipment Group will assist Spirit in the definition of engine accessory test and engine transportation equipment required for specific IAE needs.

#### 4.8.3 Support Equipment Logistics Planning Assistance:

The Tooling and Support Equipment Group shall provide, at Spirit's request, special support equipment lists which reflect the customer's unique requirements such as mix of engine models and desired level of maintenance to aid in support of equipment requirements planning.

### 4.9 TECHNICAL PUBLICATIONS

IAE and its subcontractors produce publications and maintenance information as described below to support the maintenance and modification requirements of the airline customer. The publications are prepared in general accordance with Air Transport Association of America (ATA) Specification No. 100. The manuals will be available to Spirit subject to IAE's current terms and conditions.

IAE supplies the airplane manufacturer with all the necessary information required to perform "On-Aircraft" engine maintenance, troubleshooting, and servicing. This information is developed through close coordination between the airplane manufacturer and IAE and is integrated by the airplane manufacturer into its maintenance publications.

In addition, listed and described below are the publications that IAE will make available to support Spirit's maintenance program:

#### 4.9.1 Engine Manual

The Engine Manual is a document which will be structured in accordance with ATA 100 section 2-13-0 with JEMTOSS applied in accordance with section 2-13-14. The manual will provide, in one place, the technical data requirements for information needed to maintain the engine and the maximum potential number of parts that could, regardless of design responsibility, remain with the engine when it is removed from the airplane. Additionally the manual includes coverage of interrelated parts (e.g. thrust reverser, cowlings, mounts, etc.) that can stay with the airplane when the engine is removed or can be removed for maintenance purposes in lieu of individual component maintenance manuals.

#### 4.9.2 Standard Practices Manual

The Standard Practices Manual supplements the Engine Manual by providing, in a single document, all IAE recommended or approved general procedures covering general torques, riveting, lockwiring, cleaning policy, inspection policy standard repairs, etc., and marking of parts.

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#### **4.9.3 Illustrated Parts Catalog**

The Illustrated Parts Catalog will be structured in accordance with ATA 2-14-0 and is a document which is used in conjunction with the Engine Manual for the identification and requisitioning of parts and assemblies. Its ATA structure is to be compatible with the Engine Manual Structure. Additionally the manual includes coverage of interrelated parts (e.g. thrust reverser, cowlings, mounts, etc.) that can stay with the airplane when the engine is removed or can be removed for maintenance purpose in lieu of individual component maintenance manuals.

#### **4.9.4 IAE Proprietary Component Maintenance Manuals**

These manuals will be structured in accordance with ATA 2-5-0 and will cover data for chapters other than 71, 72, and 78.

#### **4.9.5 Subcontractor Component Maintenance Manuals**

These manuals will be structured in accordance with ATA 2-5-0 and are prepared directly by the accessory manufacturers. All accessory data is subject to IAE prepublication review and approval.

#### **4.9.6 Engine and Accessory Component Service Bulletins**

Each Engine and Accessory Component Service Bulletin will be produced in accordance with ATA 2-7-0. They will cover planning information, engine or component effectiveness, reason for Bulletin, recommended compliance, manpower requirements, and tooling information relating to parts repair or modification. Subcontractor prepared Accessory Component Service Bulletins are reviewed by IAE prior to issuance. Alert Service Bulletins will be issued on all matters requiring the urgent attention of Spirit and will generally be limited to items affecting safety. The Bulletin will contain all the necessary information to accomplish the required action.

#### **4.9.7 Operating Instructions**

Engine operating instructions are presented in the form of General Operating Instructions supplemented by V2500 Specific Engine Operating Instructions which provide operating information, procedures, operating curves and engine limits.

#### **4.9.8 Facilities Planning and Facility Equipment Manuals**

The Facilities Planning Manual outlines the requirements for engine/component overhaul, maintenance, and test facilities in terms of basic operations, processes, time studies and equipment. The Facility Equipment Manual lists and describes the facility equipment used for engine maintenance, overhaul and repair.

#### **4.9.9 Support Equipment Numerical Index**

The Indexes, prepared for each major engine model, provide a listing, in numeric sequence, by maintenance level, of all IAE ground support equipment required to maintain and overhaul the engine. The Listings are cross-indexed to the applicable engine dash model and to the chapter and section of the Engine Manual.

#### **4.9.10 Technical Publications Index**

This index contains a listing of available technical manuals and their contents.

#### **4.9.11 Service Bulletin Index**

This index will be in a format and on a revision schedule as determined by IAE.

#### **4.9.12 Vital Statistics Logbook**

The VSL provides the following information for each production engine on IAE's interactive website.

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- Identification of major engine and nacelle components by part number, serial number and ATA - location.
- Engine Test Acceptance Certificate.
- List of all incorporated serialized parts by part number, serial number and ATA - Location. This list also includes an Industry Item List to identify specific parts by part number, serial number and ATA - Location which the airline customer may choose to monitor during the engine operational life. The parts listed represent approximately 80% of engine total value.
- List of all incorporated life limited parts by part number, serial number and ATA - location.
- List of all Service Bulletins that were incorporated during initial build of each new engine.

#### 4.9.13 Revision Services:

Regular, temporary, and "as required" revisions to technical publications will be made during the service life of IAE equipment. IAE's current standard is ninety (90) days. The utilization of advanced techniques and equipment provides the airline customer with expedited revision service.

#### 4.9.17 Distribution Media Options:

All publications are distributed via DVD or CDROM depending on the publication. Most of the publications are also available on IAE's interactive website.

#### 5.0. SPARE PARTS

##### 5.1 SPARE PARTS SUPPORT

The Spare Parts Group provides the following categories of spare parts support to Spirit, as requested by Spirit:

- - Individual Customer Account Representatives
- - Provisioning
- - Planning
- - Order Administration
- - Spare Parts Inventory
- - Effective Expedite Service

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- - Worldwide Distribution

#### 5.1.1 Account Representative:

An Account Representative shall be assigned to Spirit. This representative provides individualized attention for effective spare parts order administration, and is the customer's interface on all matters pertaining to new part planning and procurement. Each representative is responsible for monitoring Spirit's requirements and providing effective administrative support. The Account Representatives shall be thoroughly familiar with Spirit's spare parts ordering policies and procedures and are responsible for ensuring that all of Spirit's new parts orders are processed in an effective manner.

#### 5.1.2 Spare Parts Provisioning Planning:

Prior to delivery of the first Spirit aircraft, preplanning discussions will be held to determine the aircraft/engine program, and engine spare parts provisioning and order plans. Mutually agreed upon provisioning target dates are then established and on-time completion tracked by Spirit's Account Representative with the assistance of logistics specialists in Spare Parts Provisioning and Inventory Management. Meetings are held with Spirit at a mutually agreeable time to review suggested spare parts provisioning lists prepared by Spare Parts Provisioning. These lists are designed to support Spirit's particular fleet size, route structure and maintenance and overhaul program.

#### 5.1.3 Order Administration:

IAE subscribes to the general principles of Air Transport Association of America (ATA) Specification No. 2000, Integrated Data Processing - Supply. The procedures of Air Transport Association of America (ATA) Specification No. 200 may be used for Initial Provisioning (Chapter II), Order Administration (either Chapter III or Chapter VI), or Invoicing (Chapter IV).

A spare parts supply objective is to maintain a 90 percent on-time shipment performance record to Spirit's requirements. The lead time for replenishment spare parts is identified in the IAE spare Parts Price Catalog. Initial provisioning spare parts orders should be placed at least six months prior to required delivery, while conversions and major modifications require full manufacturing lead times.

The action to be taken on emergency requests will be answered as follows:

- Aircraft-On-Ground (AOG) - within four hours (in these instances every effort is made to ship immediately).
- Critical (Imminent Aircraft-On-Ground (AOG) or Work Stoppage) -- Within 24 hours.
- Stock Outage -- Within seven working days (these items are shipped as per Spirit's request).

#### 5.1.4 Spare Parts Inventory:

To ensure availability of spare parts in accordance with published lead time, spare parts provisioning maintains a modern, comprehensive requirements planning and inventory management system which is responsive to changes in Spirit's demand, special support programs and engineering design. Organized

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on an engine model basis, this system is intended to maintain part availability for delivery to customers consistent with published lead times. A majority of parts in the spare parts inventory are continually controlled by an Automatic Forecasting and Ordering System. Those parts which do not lend themselves to automatic control due to supercedure, unusual usage or conversion requirements are under the direct manual control of Spares Planning personnel. As additional protection against changes in production lead time or unpredicted demand, certain raw materials are also inventoried. Successful inventory management is keyed to accurate requirements planning. In support of the requirements planning effort, a wide ranging data retrieval and analysis program is offered. This program concerns itself both with the customer logistics and technical considerations as follows:

- Forecasts of life limited parts requirements are requested and received semi-annually from major customers.  
Based on the size of Spirit's order, Spirit shall be considered a major customer.
- Engine technical conferences are held frequently within IAE to assess the impact of technical problems on parts.
- For a selected group of parts a provisioning conference system is offered which considers actual part inventory change, including usage and receipts, as reported monthly by participating customers.

#### 5.1.5 Packaging

All material is packaged in general compliance with Air Transport Association of America (ATA) Specification No. 300.

#### 5.1.6 World Airline Supplier's Guide:

IAE subscribes to the supply objectives set forth in the World Airlines Supplier's Guide published by the Air Transport Association of America (ATA). IAE requires that its proprietary component vendors also perform in compliance with the precepts of the World Airline Suppliers' Guide.

#### Exhibit D Warranties

[\*\*\*]

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**Exhibit E**  
Guarantees

[\*\*\*]



400 Main Street, M/S 121-10  
East Hartford, CT 06108 USA  
October 1, 2013

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

**SUBJECT:** SIDE LETTER NO. 1 TO THE V2500-A5 GENERAL TERMS OF SALE BETWEEN IAE INTERNATIONAL AERO ENGINES AG AND SPIRIT AIRLINES, INC., DATED OCTOBER 1, 2013

Gentlemen:

We refer to the V2500-A5 General Terms of Sale dated October 1, 2013 between IAE International Aero Engines AG ("IAE") and Spirit Airlines, Inc. ("Spirit"), as amended from time to time, such agreement being hereinafter referred to as the "New Fleet Contract". Unless expressly stated to the contrary, and to the extent possible, terms used in this Side Letter No. 1 ("Side Letter No. 1") shall have the same meaning given to them in the New Fleet Contract.

**WHEREAS:**

- A. Spirit has entered into a purchase agreement with Airbus to acquire thirty (30) new A320 aircraft powered by new V2500-A5 engines (the "Aircraft");
  
- B. Spirit has entered into the New Fleet Contract with IAE in support of Spirit's agreement to acquire the Aircraft and to purchase V2500 spare parts and the Spare Engines in support of its operation of the Aircraft; and

- C. The Parties desire to amend, supplement or replace certain provisions of the New Fleet Contract and agree to the terms hereof pursuant to which IAE shall provide certain financial and technical assistance to Spirit in support of Spirit's selection of the V2500 engine to power its Aircraft, and in support of the integration of the Aircraft into its fleet and pursuant to which certain provisions of the New Fleet Contract are amended, supplemented or replaced in accordance with the provisions hereof.

**NOW, THEREFORE**, in consideration of the mutual benefits and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Fleet Introductory Assistance Credits**

- 1.1 In consideration of Spirit's agreement to purchase the Aircraft and to assist Spirit with the introduction of the Aircraft into its fleet, IAE shall issue credit notes to Spirit's account with IAE in the following amounts (each an "FIA Credit"):

Aircraft Type	Credit (Jan-12 US\$)	Issued at Delivery & Acceptance of:
A319 (V2524-A5)	[***]	Each V2524-A5 powered Aircraft
A320 (V2527-A5)	[***]	Each V2527-A5 powered Aircraft
A321 (V2533-A5)	[***]	Each V2533-A5 powered Aircraft

- 1.2 Each FIA Credit will be issued upon delivery to Spirit of the corresponding Aircraft. Spirit agrees to provide IAE with written notice confirming acceptance of the corresponding Aircraft promptly after acceptance.
- 1.3 Spirit agrees that IAE will assign all of the applicable FIA Credit to Airbus, to be applied toward the payment for the Engines for the corresponding Aircraft. Application of the applicable FIA Credit from IAE by Airbus on behalf of Spirit prior to or simultaneously with delivery of the corresponding Aircraft shall, for the purposes of this Side Letter No. 1, be deemed confirmation of Spirit's acceptance of that Aircraft. In the event any FIA Credit or portion thereof under this Section 1 is assigned to Airbus, Spirit agrees that the applicable FIA Credit shall not vest in Airbus until delivery to Spirit of the respective Aircraft. In the event Spirit does not accept delivery of the corresponding Aircraft, Spirit agrees to promptly reimburse or cause Airbus to reimburse to IAE any amounts paid by IAE to Airbus on behalf of Spirit.

**2. Spare Engine Pricing Credits**

- 2.1 In consideration of Spirit's purchase of the Spare Engines in accordance with the New Fleet Contract, and to assist Spirit with such purchase, IAE shall credit Spirit's account in accordance with the following amount for the corresponding Spare Engine (each a "Spare Engine Credit"):

<b>Engine Type</b>	<b>Credit (Jan-12 US\$)</b>	<b>Issued on Delivery &amp; Acceptance of:</b>
V2524-A5	[***]	Each V2524-A5 Spare Engine
V2527-A5	[***]	Each V2527-A5 Spare Engine
V2533-A5	[***]	Each V2533-A5 Spare Engine
2.2	[***]	
2.3		Each Spare Engine Credit [***] shall be issued upon delivery to Spirit of the corresponding Spare Engine. Spirit agrees to provide IAE with written notice confirming acceptance of the corresponding Spare Engine promptly after acceptance.
2.4		Each Spare Engine Credit shall be used by Spirit for payment against the corresponding spare Engine invoice. [***].
2.5	[***]	
2.6		Upon written notice from Spirit, IAE will issue all or part of a Spare Engine Credit directly to Spirit as a cash payment provided that IAE has received full payment for the relevant Spare Engine.

### **3. Spare Parts and Tooling Credits**

- 3.1 To assist Spirit with the procurement of V2500 spare Parts in support of the Aircraft, IAE shall credit Spirit's account with IAE in the fixed amount of [\*\*\*] (the "Spare Parts and Tooling Credit").
- 3.2 The Spare Parts and Tooling Credit will be issued upon delivery to and acceptance by Spirit of the first Aircraft. Spirit agrees to provide IAE with written notice confirming acceptance of the corresponding Aircraft promptly after acceptance.
- 3.3 The Spare Parts and Tooling Credit shall be used by Spirit for the payment of IAE invoices for V2500 Spare Parts, Modules, and tooling from IAE.

### **4. Credit and Engine Pricing Escalation**

4.1 The FIA Credits, Spare Engine Credits [\*\*\*], referenced in Sections 2 and 3 above, are subject to escalation in accordance with the IAE Escalation Formula set forth in Exhibit B-3 to the New Fleet Contract, and shall be escalated from a base month of January 2012 (the "Base Month") to the earlier of the applicable scheduled delivery date as set forth in Exhibit B-1 (and B-2 if applicable) of the New Fleet Contract or the actual delivery date of the applicable Aircraft or Spare Engine (the "Base Escalated Credit"). [\*\*\*]

4.2 [\*\*\*]

4.3 [\*\*\*]

4.4 [\*\*\*]

4.5 Upon delivery of each Aircraft, IAE will, as of the respective dates of delivery of each of the Aircraft delivered to Spirit, calculate the difference (if any) between:

(a) The Deemed Shipset Price (as defined below) escalated in accordance with Section 4.1 above; minus

(b) The Deemed Shipset Price escalated in accordance with Section 4.1 above and capped in accordance with Section 5.2 above.

IAE will adjust the amount of the FIA Credit due and payable to Spirit for each such Aircraft by such difference. For the purposes of administering this provision, the "Deemed Shipset Price" is as follows:

Aircraft Type	Deemed Shipset Price (Jan-12 US\$)
A319 (V2524-A5)	[***]
A320 (V2527-A5)	[***]
A321 (V2533-A5)	[***]

4.6 IAE agrees that the credits provided to herein Spirit shall not expire provided that: (i) the New Fleet Contract remains in full force and effect, (ii) the credits have not been applied to overdue amounts arising under the New Fleet Contract or the New Fleet FHA under rights of set off and (iii) Spirit continues to operate at least one (1) Aircraft.

5. Aircraft Type [\*\*\*]

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5.1 The financial support described in this Side Letter No.1 is predicated upon delivery to Spirit of the specific quantities and models of Aircraft and Spare Engines as listed in the delivery schedule set forth as Exhibit B-1 of the New Fleet Contract, as the same may be modified from time to time.

5.2 [\*\*\*]

5.3 [\*\*\*]

6. [\*\*\*]

7. [\*\*\*]

8. [\*\*\*]

8.1 Clause 6.3 of the New Fleet Contract, [\*\*\*], is deleted in its entirety and replaced with the following:

"6.3 [\*\*\*]

6.3.1. [\*\*\*]

6.3.2. [\*\*\*]

6.3.3. [\*\*\*]

6.3.4. [\*\*\*]

6.3.5. [\*\*\*]

6.3.2. For the avoidance of doubt, IAE's rights under this paragraph are in addition to all other rights and remedies IAE may have available under this New Fleet Contract or under law with regard to any failure to take delivery of the Firm Items in accordance with the schedules described in to the Contract, as amended, supplemented or modified from time to time.

6.3.3. IAE shall have the right to set off credits from time to time made available by IAE under the New Fleet Contract either directly to Spirit or via Airbus or its subsidiaries and affiliates, in respect of the failure by Spirit, after any applicable grace period, to cure any payment default which is continuing under (i) the New Fleet Contract or [\*\*\*], or (ii) the Fleet Hour Agreement."

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9. [\*\*\*]
10. [\*\*\*]
11. **Thrust Rating Flexibility**
- 11.1 [\*\*\*]
- 11.2 [\*\*\*]
- 11.3 The thrust flexibility as provided under this Section 11.3 is personal to Spirit and may not be transferred or assigned by Spirit. Prior to selling, transferring or otherwise disposing (including lease return) of any V2500 Engine, other than a sale leaseback transaction following which Spirit continues to operate the Engine, Spirit shall revert such Engine to the thrust rating at which IAE, originally delivered the Engine (the "Original Thrust Rating") through the removal of the multi-rated data plate and the replacement of the original single rated plate.
- 11.4 If Spirit sells, transfers or otherwise disposes of any V2500 Engine (other than a sale leaseback or similar transaction following which Spirit continues to operate the V2500 Engine) without restoring such Engine to its Original Thrust Rating and returning any multi-rated data plate to IAE. Spirit shall pay to IAE [\*\*\*].
- 11.5 IAE and Spirit agree to make reasonable adjustments to the Existing Fleet FHA to account for the V2500 Engine thrust flexibility set forth in this Section 11.
12. **Customer Support**
- 12.1 **Training**
- IAE agrees to provide Spirit training credits equivalent to [\*\*\*] student training days made available [\*\*\*] prior to the induction of the first Aircraft into Spirit's fleet. In addition, IAE agrees to provide an additional [\*\*\*] student training days per Aircraft delivered. All student training days may be available at IAE's designated customer training facility.
-

## 12.2

### Technical Publications

IAE will provide free of charge to Spirit technical publications necessary to operate and/or maintain the Engines. Such technical publications will be updated regularly to include all revisions of the technical publications.

## 12.3

### Customer Support Manager

IAE will assign a Customer Support Manager for Spirit who will coordinate the business and technical services needed to support such Spirit's Engines.

The Customer Support Manager, based at IAE's headquarters, provides a direct liaison between the Spirit's Engineering, Maintenance, Operations, Logistics, Commercial and Financial organizations and the corresponding functions within IAE. The Customer Support Manager assigned to Spirit is responsible for coordinating and monitoring the effort of the Product Support Department functional organization to achieve timely and responsive support for Spirit.

The Customer Support Manager provides the following specific services to the airline customer:

- (a) Readiness Program and planning prior to EIS;
- (b) Technical recommendations and information;
- (c) Engine Maintenance Management Plans;
- (d) Refurbishment, Modification and Conversion program planning assistance;
- (e) Coordination of customer repair, maintenance and logistics requirements with the appropriate Product Support functional groups; and
- (f) Assist with critical engine warranty/service policy claims.

## 12.4

### Customer Support Representative

Customer Support Representatives are fully trained on all facets of Engine line maintenance are stationed around the world to assist operators with the introduction of the Engine into their fleets. OEM will assign a Customer Support Representative in Spirit's area of operation to assist Spirit in preparing for Engine operation.

The Customer Support Representative will provide the following services to Spirit:

- (a) 24 Hour Support;

- (b) Maintenance Action Recommendations;
- (c) Daily Reporting on Engine Technical Situations;
- (d) On-The-Job Training;
- (e) Service Policy Preparation Assistance; and
- (f) Prompt Communication with OEM

IAE will place a dedicated Customer Support Representative at one of Spirit's Main Bases for a period of [\*\*\*] beginning [\*\*] prior to the delivery of Spirit's first Aircraft, subject to Spirit providing such Customer Support Representative with reasonable, secure office accommodation including furniture and office equipment, access to telephone, facsimile and secretarial services as would be customarily provided to other Spirit employees at no additional charge.

The Customer Support Representative will provide on-site technical support for Engines at Spirit's line stations, upon Spirit's reasonable request, on an as-required basis to be determined by IAE. Spirit agrees to provide free of charge airfare from Spirit's Main Base to any such line station as well as a reasonable allowance for per diem and hotel expenses.

### **13. Assignment**

13.1 Clause 6.7 of the New Fleet Contract, Assignment, is deleted in its entirety and replaced with the following:

"6.7.1 Except as otherwise agreed herein, Spirit may not assign in whole or part any of its rights or obligations under the New Fleet Contract without the written consent of IAE (such consent not to be unreasonably withheld).

6.7.2 [\*\*]

6.7.3 [\*\*]

6.7.4 [\*\*]

6.7.5 [\*\*]

6.7.6

IAE may, without recourse, assign its rights and/or delegate its obligations under this Agreement to any subsidiary or affiliate of IAE or United Technologies Corporation, or in connection with a merger, consolidation, reorganization, or voluntary sale or transfer of its assets; provided that such assignee/delegate is: (i) solvent at the time of such transfer and (ii) authorized by the applicable regulatory authorities, as necessary, to perform or procure the performance of all obligations being delegated/assigned; and (iii) able, in IAE's sole, reasonable discretion, to make all payments required by IAE to be made to Spirit under the New Fleet Contract."

**14.**

**Miscellaneous**

14.1

**Entire Agreement; Conflicts**

This Side Letter No. 1, the New Fleet Contract and the New Engine Fleet FHA constitute the sole and entire agreement between Spirit and IAE in relation to the matters set forth herein and shall supersede all previous agreements between Spirit and IAE, both oral and in writing, as of the date hereof. In the event of any conflict between the New Fleet Contract and this Side Letter No. 1, the terms of this Side Letter No. 1 shall control and the New Fleet Contract will be deemed as modified accordingly.

14.2

**Amendment**

This Side Letter No. 1 shall not be amended, changed or modified in any way other than by agreement in writing, signed by Spirit and IAE, which is expressly stated to amend this Side Letter No. 1.

14.3

**Proprietary Information**

This Side Letter No. 1 shall be subject to the non-disclosure and non-use provisions of the New Fleet Contract.

14.4

**Governing Law**

This Side Letter No. 1 shall be subject to the governing law and forum provisions of the New Fleet Contract.

14.5

**Counterparts**

This Side Letter No. 1 may be executed in one or more counterparts, each of which shall be deemed a duplicate original and all of which, when taken together, shall constitute one and the same document. Execution and delivery of this Side Letter No. 1 by exchange of facsimile copies or electronic mail bearing the signatures of the parties shall constitute a valid and binding execution and delivery of this Side Letter No. 1 by the parties.

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Except as expressly amended by this Side Letter No. 1, all provisions of the New Fleet Contract remain in full force and effect.

Agreed to and accepted on behalf of:  
**IAE International Aero Engines AG**

By: /s/ Rick Deurloo  
Name: Rick Deurloo  
Title: SVP Sales  
Date: 10/2/13

Agreed to and accepted on behalf of:  
**Spirit Airlines, Inc.**

By: /s/ Edward Christie  
Name: Edward Christie  
Title: SVP & CFO  
Date: 10/1/13



400 Main Street, M/S 121-10  
East Hartford, CT 06108 USA  
October 1, 2013

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

**SUBJECT:** SIDE LETTER NO. 2 TO THE V2500-A5 GENERAL TERMS OF SALE BETWEEN IAE INTERNATIONAL AERO ENGINES AG AND SPIRIT AIRLINES, INC., DATED OCTOBER 1, 2013

Gentlemen:

We refer to the V2500-A5 General Terms of Sale dated October 1, 2013 between IAE International Aero Engines AG ("IAE") and Spirit Airlines, Inc. ("Spirit"), as amended from time to time, such agreement being hereinafter referred to as the "New Fleet Contract", and the V2500-A5 Fleet Hour Agreement dated October 1, 2013 between IAE and Spirit, as amended from time to time (the "New Engine Fleet FHA"). Unless expressly stated to the contrary, and to the extent possible, terms used in this Side Letter No. 2 ("Side Letter No. 2") shall have the same meaning given to them in the Contract.

**WHEREAS:**

- A. Spirit has entered into a purchase agreement with Airbus to acquire fifteen (15) new A321 aircraft powered by new V2500-A5 engines (the "Incremental Aircraft"), incremental to the thirty (30) A320 aircraft powered by new V2500-A5 engines that Spirit ordered under the New Fleet Contract (the "Original Aircraft"); and

- B. To support the Incremental Aircraft, Spirit shall acquire, by purchase or lease from IAE, two (2) new V2533-A5 Spare Engines (the "Incremental Spare Engines") that are incremental to the four (4) Firm Spare Engines that Spirit ordered under the New Fleet Contract (the "Original Spare Engines"); and
- C. The Parties desire to enter into an agreement on the Incremental Aircraft and the Incremental Spare Engines (if Spirit elects to purchase, rather than lease, the Incremental Spare Engines), on similar terms to those relating to the Original Aircraft and Original Spare Engines; and
- D. The Parties desire to amend, supplement or replace certain provisions of the New Fleet Contract and agree to the terms hereof pursuant to which IAE shall provide certain financial and technical assistance to Spirit in support of Spirit's selection of the V2500 engine to power its Incremental Aircraft, and in support of the integration of the Aircraft into its fleet and pursuant to which certain provisions of the New Fleet Contract are amended, supplemented or replaced in accordance with the provisions hereof.

**NOW, THEREFORE**, in consideration of the mutual benefits and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

## **1. Definitions**

The definition of Aircraft in Section 1.1 of the New Fleet Contract shall be deleted in its entirety and shall be replaced with the following:

"Aircraft" shall mean any one or all, as the context requires, of (i) the thirty (30) new Airbus A320 family aircraft powered by new Engines firmly ordered and being acquired by Spirit from Airbus for delivery as set forth in Exhibit B-1 to this Contract, as the same may be amended from time to time in accordance herewith, and (ii) the fifteen (15) new Airbus A321 aircraft powered by new Engines firmly ordered and being acquired by Spirit from Airbus for delivery as set forth in Attachment 1 to this Contract, as the same may be amended from time to time in accordance herewith."

The definition of "Spare Engine" in Section 1.11 of the New Fleet Contract shall be deleted in its entirety and shall be replaced with the following:

"1.11                   "Spare Engine" shall mean the Firm Spare Engines as defined in Section 2.2.1 and any additional new Spare Engines to be purchased in accordance with Section 2.2.2."

## **2. Fleet Introductory Assistance Credits**

The Incremental Aircraft shall be purchased in accordance with, and the Parties shall be subject to, the same terms and conditions with respect to the Fleet Introductory Assistance Credits as the Original Aircraft, as outlined in Section 1 of Side Letter 1 to the New Fleet Contact, dated October 1, 2013 ("Side Letter 1").

## **3. Credit and Engine Pricing Escalation**

The Incremental Aircraft shall be purchased in accordance with, and the Parties shall be subject to, the same terms and conditions with respect to the Credit and Engine Pricing Escalation as the Original Aircraft, as outlined in Section 4 of Side Letter 1 to the New Fleet Contact, dated October 1, 2013.

**4. Spare Engines**

To support the Incremental Aircraft, Spirit shall acquire, by purchase or lease from IAE, two (2) Incremental Spare Engines, which are incremental to the Original Spare Engines. Spirit will decide whether to purchase or lease from IAE the two (2) Incremental Spare Engines, Section 2.2 of the New Fleet Contract will be amended by inserting the following new section 2.2.2 and renumbering the original sections 2.2.2 and 2.2.3 as 2.2.3 and 2.2.4, respectively.

**"2.2.2**

Spirit, at its option, may also purchase up to two (2) additional new V2533-A5 Spare Engines (the "Option Spare Engines") on firm order with IAE, provided that Spirit gives written notice to IAE at least [\*\*\*] prior to the delivery date for each such Option Spare Engine as set forth in Exhibit B-2, as the same may be amended, supplemented and/or updated from time to time. IAE and Spirit shall promptly amend this Contract to revise Exhibit B-2 to reflect the firm order of Option Spare Engines from IAE."

Insert the following paragraph as new Section 2.2.5 to the New Fleet Contract:

"2.2.5 [\*\*\*]

**5. Enhanced Service Policy**

The Incremental Aircraft shall be purchased in accordance with, and the Parties shall be subject to, the same terms and conditions with respect to the Enhanced Service Policy as the Original Aircraft, as outlined in Section 7 of Side Letter 1 to the New Fleet Contract, dated October 1, 2013.

**6. Aircraft Cancellation, Credit Reimbursement and Right of Set-Off**

The Incremental Aircraft shall be purchased in accordance with, and the Parties shall be subject to, the same terms and conditions with respect to the Aircraft Cancellation, Credit Reimbursement and Right of Set-Off as the Original Aircraft, as outlined in Article 8 of Side Letter 1 to the New Fleet Contract, dated October 1, 2013.

**7. Engine Upgrades and Post Delivery Improvements**

The Incremental Aircraft shall be purchased in accordance with, and the Parties shall be subject to, the same terms and conditions with respect to the Engine Upgrades and Post Delivery Improvements as the Original Aircraft, as outlined in Article 9 of Side Letter 1 to the New Fleet Contract, dated October 1, 2013.

**8. [\*\*\*]**

**9. Thrust Rating Flexibility**

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The Incremental Aircraft shall be purchased in accordance with, and the Parties shall be subject to, the same terms and conditions with respect to the Thrust Rating Flexibility as the Original Aircraft, as outlined in Article 9 of Side Letter 1 to the New Fleet Contract, dated October 1, 2013.

**10. New Fleet - Aircraft and Spare Engine Delivery Schedule**

The Aircraft Delivery Schedule attached to the Contract as Exhibit B-1 is deleted in its entirety, and replaced with the Aircraft Delivery Schedule attached to this Side Letter 2 as Appendix 1.

**11. New Fleet - Spare Engine Delivery Schedule**

The Spare Engine Delivery Schedule and Unit Base Price attached to the Contract as Exhibit B-2 is deleted in its entirety, and replaced with the new Exhibit B-2, attached to this Side Letter 2 as Appendix 2.

**12. Miscellaneous**

**12.1 Entire Agreement; Conflicts**

This Side Letter No. 2, the Contract and the FHA constitute the sole and entire agreement between Spirit and IAE in relation to the matters set forth herein and shall supersede all previous agreements between Spirit and IAE, both oral and in writing, as of the date hereof. In the event of any conflict between the New Fleet Contract and this Side Letter No. 2, the terms of this Side Letter No. 2 shall control and the New Fleet Contract will be deemed as modified accordingly.

**12.2 Amendment**

This Side Letter No. 2 shall not be amended, changed or modified in any way other than by agreement in writing, signed by Spirit and IAE, which is expressly stated to amend this Side Letter No. 2.

**12.3 Proprietary Information**

This Side Letter No. 2 shall be subject to the non-disclosure and non-use provisions of the New Fleet Contract.

**12.4 Governing Law**

This Side Letter No. 2 shall be subject to the governing law and forum provisions of the New Fleet Contract.

**12.5 Counterparts**

This Side Letter No. 2 may be executed in one or more counterparts, each of which shall be deemed a duplicate original and all of which, when taken together, shall constitute one and the same document. Execution and delivery of this Side Letter No. 2 by exchange of facsimile copies or electronic mail bearing

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the signatures of the parties shall constitute a valid and binding execution and delivery of this Side Letter No. 2 by the parties.

Except as expressly amended by this Side Letter No. 2, all provisions of the New Fleet Contract remain in full force and effect.

Agreed to and accepted on behalf of:  
**IAE International Aero Engines AG**

By: /s/ Rick Deurloo  
Name: Rick Deurloo  
Title: SVP Sales  
Date: 10/2/13

Agreed to and accepted on behalf of:  
**Spirit Airlines, Inc.**

By: /s/ Edward Christie  
Name: Edward Christie  
Title: SVP & CFO  
Date: 10/2/13

**ATTACHMENT 1**

**"Exhibit B-2**

**Aircraft Delivery Schedule**

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Aircraft No.	Aircraft Model	Engine Model	Scheduled Delivery Date
1	[***]	[***]	[***]
2	[***]	[***]	[***]
3	[***]	[***]	[***]
4	[***]	[***]	[***]
5	[***]	[***]	[***]
6	[***]	[***]	[***]
7	[***]	[***]	[***]
8	[***]	[***]	[***]
9	[***]	[***]	[***]
10	[***]	[***]	[***]
11	[***]	[***]	[***]
12	[***]	[***]	[***]
13	[***]	[***]	[***]
14	[***]	[***]	[***]
15	[***]	[***]	[***]
16	[***]	[***]	[***]
17	[***]	[***]	[***]
18	[***]	[***]	[***]
19	[***]	[***]	[***]
20	[***]	[***]	[***]
21	[***]	[***]	[***]
22	[***]	[***]	[***]
23	[***]	[***]	[***]
24	[***]	[***]	[***]
25	[***]	[***]	[***]
26	[***]	[***]	[***]
27	[***]	[***]	[***]
28	[***]	[***]	[***]
29	[***]	[***]	[***]
30	[***]	[***]	[***]
31	[***]	[***]	[***]
32	[***]	[***]	[***]
33	[***]	[***]	[***]
34	[***]	[***]	[***]
35	[***]	[***]	[***]
36	[***]	[***]	[***]
37	[***]	[***]	[***]
38	[***]	[***]	[***]

39	[***]	[***]	[***]
40	[***]	[***]	[***]
41	[***]	[***]	[***]
42	[***]	[***]	[***]
43	[***]	[***]	[***]
44	[***]	[***]	[***]
45	[***]	[***]	[***]

**ATTACHMENT 2**  
**"Exhibit B-2"**  
**Spare Engine Delivery Schedule**

Firm Spare Engines			
Spare Engine No.	Quantity	Engine Model	Scheduled Delivery Date
1	1	[***]	[***]
2	1	[***]	[***]
3	1	[***]	[***]
4	1	[***]	[***]

Option Spare Engines			
Option Spare Engine No.	Quantity	Engine Model	Scheduled Delivery Date
1	1	[***]	[***]
1	1	[***]	[***]

The unit base price for Spare Engines shall be as follows and escalated in accordance with the escalation formula contained in Exhibit B-3 to this Contract.

Engine Model	Unit Base Price (Jan-12 US\$)
V2524-A5	[***]
V2527-A5	[***]
V2533-A5	[***]

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

**EXECUTION VERSION**

**V-Services<sup>SM</sup>  
Fleet Hour Agreement**

**by and between**

**SPIRIT AIRLINES, INC.**

**and**

**IAE INTERNATIONAL AERO ENGINES AG**

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## TABLE OF CONTENTS

1. Definitions 3
2. FHA Services 6
3. Period of Cover 6
4. Shop Visit Coverage 6
5. Lease Engine Support 7
6. Transportation 7
7. General Fleet Hour Agreement Services 8
8. Excess Work 8
9. Obligations of Spirit 8
10. FHA Rates and Payment 12
11. Fleet Flexibility 15
12. Warranties; Limitation of Liability 15
13. Delays 16
14. Duplicate Benefits 16
15. Intellectual Property 17
16. Amendment 17
17. Assignment 17
18. Notices 18
19. Exclusion of Other Provisions and Previous Understandings 18
20. Termination, Expiration and Events of Default 18
21. Negation of Waiver 20
22. Severability and Partial Invalidity 20
23. Governing Law 20
24. Publicity 20
25. Confidentiality 20
26. Compliance with All Applicable Laws and Regulations 21
27. No Construction Against Drafter 21
28. Damages 21

Exhibit A 23

Aircraft and Spare Engine Delivery  
Schedules

Exhibit B 27

FHA Escalation Formula

Exhibit C 28

Accessories

Exhibit D 29

V2500 Turbofan Engine Model  
Specifications

Exhibit E 30

Powerplant Description

Exhibit F 32

Addresses

Exhibit G 33

Engine Monitoring Services

Exhibit H 36

Excess Work Rates

Exhibit I 37

FHA Rate Adjustment Tables

## FLEET HOUR AGREEMENT

This Fleet Hour Agreement (this "Agreement") is made this 1st day of October 2013, by and between

IAE INTERNATIONAL AERO ENGINES AG

A joint stock company organized and existing under the laws of Switzerland,  
with a place of business at 400 Main Street, M/S 121-10, East Hartford, CT  
06108 (hereinafter called "IAE").

AND

SPIRIT AIRLINES, INC.

A corporation organized and existing under the laws of Delaware, with a place  
of business at 2800 Executive Way, Miramar, Florida 33025 (hereinafter called  
"Spirit").

Each a "Party" and together the "Parties".

### WHEREAS:

- A. As of the date hereof, (i) Spirit has acquired, leased or firmly ordered an aggregate of sixty-eight (68) new Airbus A320 family aircraft as described in Exhibit A, all powered by, or to be powered by, V2500-A5 engines, (ii) Spirit has acquired or firmly ordered an aggregate of eleven (11) new V2500-A5 spare engines from IAE all of which are or will be operated by Spirit and (iii) Spirit has the option to purchase a further four (4) new V2500-A5 spare engines from IAE;
- B. IAE and Spirit have entered into a Fleet Hour Agreement dated April 11, 2005 for the provision of certain off-wing maintenance for the V2500-A5 engines operated by Spirit (the "2005 FHA");
- C. Spirit and IAE subsequently signed the V2500 Propulsion System and FHA Proposal dated October 27, 2006, as amended from time to time, which outlines the financial support and support services for Spirit's incremental order for A320 family aircraft powered by V2500-A5 engines and order for V2500-A5 spare engines (the "2006 Proposal");
- D. IAE and Spirit have entered an Amended and Restated V2500® General Terms of Sale dated October 1, 2013, as amended from time to time, including all side letters and amendments thereto, for the provision of V2500-A5 engines, modules, spare parts, tools, equipment, and product support services for the support and operation of certain V2500-A5 engines (the "Existing Fleet GTA")
- E. IAE and Spirit hereby agree to replace in its entirety the 2005 FHA with this Agreement, which shall incorporate the applicable terms and conditions for off-wing maintenance support contained in the 2006 Proposal; and
- F. IAE and Spirit now wish to agree upon terms whereby IAE shall arrange for, manage and subcontract certain maintenance of the Eligible Engines as defined herein.

### NOW THEREFORE IT IS AGREED AS FOLLOWS:

#### 1. Definitions

- 1.1      "Accessory" or "Accessories" includes those items listed in Exhibit C to this Agreement.

- 1.2     Airbus" shall mean Airbus SAS.
- 1.3     "Aircraft" shall mean all or each of the: (i) forty (40) A320 family aircraft powered by V2500-A5 engines in-service in Spirit's fleet as of the date of this Agreement already delivered as described in the schedule set forth in Exhibit A hereto (the "Existing Aircraft") and (ii) twenty-eight (28) new Airbus 320 family aircraft powered by V2500-A5 engines to be delivered in accordance with the schedule set forth in Exhibit A hereto, as may be mutually agreed to be amended, supplemented or otherwise modified from time to time (the "Firm Aircraft").
- 1.4     "Aircraft Maintenance Manual" or "AMM" means the aircraft maintenance manual published by Airbus for the Aircraft.
- 1.5     "Airworthiness Directive" shall mean any applicable airworthiness directive issued by the Aviation Authority based on certification rules current as of the date of this Agreement.
- 1.6     "Aviation Authority" shall mean the FAA.
- 1.7     "Beyond Economic Repair" shall mean wear, tear or damage to an item of Eligible Equipment beyond economic repair.
- 1.8     "BFE Item" shall mean those items listed as such in Exhibit E of this Agreement.
- 1.9     "Business Day(s)" shall mean a day other than a Saturday, Sunday or holiday scheduled by law for commercial banking institutions in the city of New York, New York, United States.
- 1.10    "Day" means a calendar day.
- 1.11    "EBU Item" shall mean those items listed as such in Exhibit E to this Agreement originally installed on the Eligible Engines or acquired new and dedicated solely for the support of Eligible Engines.
- 1.12    "Eligible Engine(s)" shall mean the new Engines originally installed on the Aircraft and the Spare Engines. Exhibit A to this Agreement identifies the Eligible Engines by serial number and will be updated from time to time to: (i) add Eligible Engines and serial numbers as Spirit takes delivery of the Aircraft and the Spare Engines and (ii) to remove Eligible Engines in accordance with Section 11 hereto.

- 1.13     "Eligible Engine Flight Cycles" [\*\*\*].
- 1.14     "Eligible Engine Flight Hours" [\*\*\*].
- 1.15     "Eligible Equipment" shall mean Eligible Engines.
- 1.16     "Eligible Removal" shall mean [\*\*\*].
- 1.17     "Engine(s)" shall mean the basic IAE V2500-A5 turbofan engine, described in the V2500 Turbofan Engine Model Specification(s) set forth in Exhibit D of the Agreement, and which excludes Accessories, EBU Items, QEC Items and Nacelle Items.
- 1.18     "Engine Manual" shall mean the IAE document which sets forth the requirements for Engine off-wing repair.
- 1.19     "Excess Work" shall mean work undertaken by the Maintenance Center during a Shop Visit pursuant to this Agreement, which is further described in Section 8 of this Agreement.
- 1.20     "FAA" shall mean the United States Federal Aviation Administration.
- 1.21     "Failure" shall mean [\*\*\*].
- 1.22     "FHA" shall mean this Fleet Hour Agreement.
- 1.23     "FHA Administration Manual" means the logistical plan and instructions described in Section 7 of this Agreement.
- 1.24     "FHA Manager" shall mean the manager provided by IAE for the support of the operation of this Agreement in accordance with the provisions of Section 7.3 of this Agreement.
- 1.25     "FHA Rate(s)" shall mean the rate(s) collectively as set forth in Section 10 below.
- 1.26     "Foreign Object Damage" shall mean[\*\*\*].

- 1.27     "Line Maintenance" shall mean any work required to be carried out on an Engine in accordance with the appropriate Aircraft Maintenance Manuals and which can be accomplished either on-wing or off-wing without requiring the induction of such Engine into a Maintenance Center.
- 1.28     "Life Limited Parts" or "LLPs" shall mean the Parts identified in Chapter 5 of the V2500-A5 Engine Manual as having specific life limits.
- 1.29     "Maintenance Center" shall mean the IAE shareholder maintenance center designated by IAE in consultation with Spirit, from time to time to perform services under this Agreement and which is approved by the Aviation Authority as a certified repair station.
- 1.30     "Maintenance Management Plan", "MMP" or "eMMP" shall mean the then-current V2500 engine maintenance planning document described in Section 7 of this Agreement.
- 1.31     "Miscellaneous Shop Visit" shall mean [\*\*\*].
- 1.32     "Nacelle Items" shall mean those items listed in Exhibit E as "DPP" (demountable power plant) items or "PP" (positionalized power plant) items originally installed on the Eligible Engines or acquired new and dedicated solely for the support of Eligible Engines.
- 1.33     "Part(s)" shall mean [\*\*\*].
- 1.34     "Period of Cover" shall mean the period in which IAE agrees to provide the services pursuant to this Agreement, as set out in Section 3 of this Agreement.
- 1.35     "QEC Item" shall mean those items listed as such in Exhibit E to this Agreement originally installed on the Eligible Engines or acquired new and dedicated solely for the support of Eligible Engines.
- 1.36     "Restoration Shop Visit" or "RSV" shall mean [\*\*\*].
- 1.37     "Service Bulletin(s)" shall mean those V2500 service bulletins issued by IAE that are designated as "target" service bulletins in the MMP.
- 1.38     "Shop Visit" shall mean a Restoration Shop Visit or a Miscellaneous Shop Visit.

- 1.39     "Spare Engine(s)" shall mean all or each of the eleven (11) new V2500-A5 firmly ordered spare Engines either purchased or to be purchased by Spirit from IAE and the four (4) option spare Engines which Spirit has the right to purchase from IAE, already delivered or to be delivered in accordance with the schedule set forth in Exhibit A of this Agreement.
- 1.4       "Testable Engine" shall mean [\*\*\*].
- 1.41      "Transportation Coverage" shall mean the services provided to Spirit under Section 6 of this Agreement.
- 1.42      "Workscope" shall mean an IAE written repair request to the Maintenance Center(s) compliant with the MMP, approved by Spirit, such approval not to be unreasonably withheld, that authorizes the Maintenance Center(s) to undertake work on Eligible Equipment.

## **2. FHA Services**

IAE shall provide to Spirit the following FHA service coverage for the Period of Cover for each Eligible Engine:

- 2.1       Engine Shop Visit Coverage in accordance with the terms of Section 4
- 2.2       Lease Engine Coverage in accordance with the terms of Section 5.
- 2.3       Transportation Coverage in accordance with the terms of Section 6.
- 2.4       General FHA Services in accordance with the terms of Section 7
- 2.5       Excess Work as required in accordance with the terms of Section 8.

The provision of such coverage by IAE is subject to Spirit's fulfillment in all material respects of its obligations under Section 9.

## **3. Period of Cover**

This FHA shall become effective on the date of first commercial service of an Eligible Engine and will remain in force and effect for each Eligible Engine through the [\*\*\*].

## **4. Shop Visit Coverage**

Each Eligible Engine following an Eligible Engine Removal shall be forwarded to the Maintenance Center. IAE shall communicate the Workscope to the Maintenance Center and cause the Maintenance Center to complete the Shop Visit in accordance with such Workscope. IAE shall pay to the Maintenance Center all charges directly incurred in respect of goods, work and services carried out during the Shop Visit for the following items:

- 4.1 [\*\*\*].
- 4.2 IAE will use commercially reasonable efforts to provide the following documentation to Spirit following the release of an Eligible Engine from a Maintenance Center following a Restoration Shop Visit:
- 4.2.1 [\*\*\*];
- 4.2.2 [\*\*\*]; and
- 4.2.3 any Excess Work invoices arising from such Eligible Engine's Restoration Shop Visit as soon as practicable but no later than [\*\*\*], if applicable.
- 4.3 IAE's obligations for an Engine Shop Visit caused by Foreign Object Damage shall be limited to the provision of repair work and Parts provided through the Maintenance Center to a maximum of [\*\*\*] per event [\*\*\*].

**5. Lease Engine Support**

- 5.1 IAE agrees to provide a serviceable lease Engine (in the QEC configuration as defined in the lease Engine technical records which are made available to Spirit at the time of lease Engine offer) for use by Spirit in the event that (i) an Eligible Shop Visit occurs, and (ii) Spirit's Spare Engines are unavailable due to support of another Eligible Shop Visit and no other Eligible Engines are available for such support. IAE will identify a lease Engine and use its reasonable endeavors to dispatch such Engine within 24 hours of notification of the requirement, but in any event shall endeavor to dispatch the Engine as soon as possible. Such Engine(s) will be provided subject to IAE's standard short term engine lease agreement for V2500 Engines (IATA Master Short Term Lease Agreement, form 5016 00 ("IATA Agreement")), except that the daily fee for such lease Engine will be waived. Should Spirit require a spare Engine to support a non-Eligible Shop Visit or that does not otherwise meet the above conditions, all terms of the IATA Agreement, including all applicable rates, charges and fees, shall apply. In the event IAE cannot provide an Engine as set forth herein Spirit shall have the right to lease an Engine from a third party. In such case, IAE shall reimburse Spirit for the direct and actual reasonable daily lease charges for such Engine lease up to maximum of [\*\*\*] of the then current applicable IAE daily fee for lease Engines.
- 5.2 [\*\*\*]

5.3 Unless otherwise determined by the FHA manager, acting reasonably, Spirit is to return the IAE lease Engine within [\*\*\*] after Spirit's Engine is returned to Spirit in accordance with Section 6.2 and such Engine is available for installation at Spirit's facilities. Also, in the event that Spirit has leased an Engine from a third party as set forth in Section 5.1 above, IAE's obligation to reimburse Spirit for the direct and actual reasonable cost for such Engine lease shall terminate [\*\*\*] after Spirit's Engine is returned to Spirit in accordance with Section 6.2 and such Engine is available for installation at Spirit's facilities.

**6. Transportation**

- 6.1 Spirit shall deliver Eligible Engines to IAE in a Testable Engine configuration and the Accessories related to such Eligible Engines shall be in a serviceable condition.
- 6.2 [\*\*\*]
- 6.3 [\*\*\*]
- 6.4 [\*\*\*]
- 6.5 [\*\*\*]
- 6.6 [\*\*\*]

**7. General Fleet Hour Agreement Services**

IAE shall provide the following additional Fleet Hour Agreement services:

- 7.1 IAE shall supply Spirit with a V2500-A5 electronic Maintenance Management Plan that shall establish the maintenance requirements including LLP management, incorporation of applicable Service Bulletins and Aviation Authority Airworthiness Directive requirements and Eligible Engine removal planning ("MMP"). The MMP shall be revised and updated at least once a year, taking into account Spirit's then-current operation in consultation with Spirit and fleet-wide operational experience, among other considerations. Additionally, an FHA Administration Manual may be mutually agreed between the parties, which shall establish a logistical plan and instructions for Spirit to facilitate performance by Spirit and IAE under this Agreement.  
[\*\*\*]
- 7.2 Engine monitoring data program services set forth in Exhibit G;

7.3 an FHA Manager based at IAE's offices who shall be the point of contact for Spirit, twenty four (24) hours per day seven (7) days per week, in respect of the services described in this Agreement. The following responsibilities of IAE shall normally be undertaken by the FHA Manager:

[\*\*\*]

**8. Excess Work**

8.1 Any costs incurred by IAE or the Maintenance Center not covered under this Agreement shall be Excess Work and shall be paid for by Spirit in accordance with Section 10.4 of this Agreement. Excess Work shall include any labor, material and other charges for Eligible Engines that arise from the following:

[\*\*\*]

8.2 In the event IAE, following consultation with Spirit, determines that an Eligible Engine requires a Shop Visit that will be considered entirely to be Excess Work, then the IAE FHA Manager shall so notify Spirit and IAE shall perform such work.

8.1 [\*\*\*]

8.2 [\*\*\*]

8.3 [\*\*\*]

**9. Obligations of Spirit**

Spirit agrees to fulfill the following responsibilities and perform the following tasks and to reasonably cooperate with IAE in the performance of IAE's responsibilities hereunder.

**9.1 Data and Procedures**

Spirit shall at its own expense maintain Eligible Engine electronic condition monitoring capabilities for each Eligible Engine, and with respect to information and data required for the performance of this Agreement, Spirit shall:

9.1.1 maintain, collect and provide to IAE performance trend monitoring data on each Eligible Engine in accordance with Exhibit G, maintain timely records in form and detail sufficient for the accurate and expeditious administration of the terms of this Agreement including the assessment of operating conditions relative to those set out in Section 10.6 of this Agreement;

9.1.2 make available, and provide access to IAE's provider of electronic condition monitoring data analysis, all data collected in accordance with 9.1.1 above in an electronic format agreed to by IAE, as required for the operation and administration of this Agreement;

9.1.3 implement and follow the IAE reasonable recommendations resulting from analysis of the performance trend monitoring data;

- 9.1.4 within ten (10) Business Days after the end of each month during the Period of Cover, report to IAE, in an electronic format agreed to by IAE, the hours and cycles flown, take off derate, and day temperature for each flight by each Eligible Engine during the preceding month;
- 9.1.5 ensure that all data reasonably required by IAE (including borescope reports) to facilitate the correction of any problem causing an Eligible Engine Removal is promptly made available to IAE;
- 9.1.6 provide for each Eligible Engine, no later than two (2) Business Days following Eligible Removal, a removal report containing the following information with respect to the Eligible Engine:
- (a) a record of Eligible Engine total time and cycles;
  - (b) position on the aircraft, aircraft number, and date of Eligible Engine removal;
  - (c) reason for removal, flight and ground indications prior to and related to removal;
  - (d) module rework history with time since new, time since overhaul and time since repair provided such module was serviced outside of this Agreement;
  - (e) any borescope reports detailing any open discrepancies;
  - (f) total LLP time, LLP part numbers, serial numbers, cycle limits, time since new, cycles since new, remaining cycles, and take-off bump cycles, if applicable;
  - (g) latest build standard record;
  - (h) records with respect to any Accessories, including part numbers, serial numbers, time and cycles since new, overhaul, Repair, or bench test, and a description of prior work performed for each item unless Spirit directs IAE where to send such Accessories;
  - (i) if applicable, a non-incident certification in customary form that the Eligible Engine and all parts installed thereon:
    - (i) have been operated and maintained in accordance with applicable IAE and Airbus instructions and manuals;

- (ii) have not been operated by any government or military service except as civil aircraft on the civil register; and
  - (iii) have not been installed on any engine or module that was subject to any incident, accident, major failure, fire, extreme stress, over temperature outside normal operation, or overspeed; and
- (j) any other data reasonably requested by IAE.

- 9.1.7 provide the Engine serial numbers within thirty (30) Business Days of acceptance by Spirit of each applicable Aircraft covered under this Agreement as described in Exhibit A of this Agreement, as amended, supplemented or otherwise modified from time to time; and
- 9.1.8 ensure Eligible Engines are available for FHA services in a Testable Engine configuration (when inducted at the Maintenance Center).

## 9.2 Engine Preparation for Transportation

For the purposes of the transportation of Eligible Engines as required under this Agreement, Spirit shall:

- 9.2.1 make Eligible Engines available for shipment at Spirit's main base no later than ten (10) days prior to their scheduled induction date;
- 9.2.2 maintain in a serviceable condition one (1) IAE approved transportation stand per spare Eligible Engine plus an additional serviceable IAE approved transportation stand;
- 9.2.3 at the time of an Eligible Engine Removal, remove the Eligible Engine from the Aircraft, mount it on an IAE approved transportation stand and prepare such Eligible Engine for shipment, all in accordance with the procedures specified in the applicable IAE manuals; and
- 9.2.4 ensure that it does not remove from the Maintenance Center the IAE approved transportation stand on which the Eligible Engine was transported to the Maintenance Center so that such stand is available at the Maintenance Center on the day such Eligible Engine undergoes testing, to enable efficient movement of such Eligible Engine to the test cell and return transportation of such Eligible Engine to Spirit.

9.3        [Operation, Maintenance and Troubleshooting of Eligible Equipment](#)

Spirit shall operate, maintain and troubleshoot the Eligible Equipment compliant with the applicable Airbus operating, maintenance and troubleshooting manuals, the then current MMP for Spirit, and to the extent applicable, IAE's written instructions, including, but not limited to, service information letters, all operator wires and non-modification service bulletins, component maintenance manuals and Airworthiness Directives. Spirit shall incorporate the relevant provisions of the MMP into its then current airworthiness maintenance program.

9.4        [Administration](#)

- 9.4.1        Spirit shall cooperate with IAE to fulfill any reasonable administrative or other requirements of the Maintenance Center, including endorsement of Workscopes for Aviation Authority requirements within three (3) Business Days of receipt from IAE. If Spirit fails to respond, within five (5) Business Days, the Workscope will be deemed to be accepted.
- 9.4.2        Spirit shall accomplish quality audits and obtain certifications required by the Aviation Authority and IAE for accomplishment of work on the Eligible Engines at the Maintenance Center(s).

9.5        [One Time Concessions](#)

Spirit shall not unreasonably withhold its approval of any "one time concessions" approved by IAE and the applicable FAA representative with respect to the Eligible Engines.

9.6        [Payment](#)

Spirit shall make payments as required in accordance with Section 10 of this Agreement.

9.7        [Records and Audit](#)

The Parties shall maintain adequate records as required to meet their respective obligations and compliance with the applicable provisions of this FHA.

A Party shall not unreasonably condition or deny the other Party access to such adequate and applicable records for the administration of this Agreement. Spirit or its nominee may visit the premises of IAE or the Maintenance Center at a time mutually agreeable to the Parties and upon reasonable notice to IAE, for the purpose of quality assurance and to inspect the materials, parts, equipment and tools being used, the work being performed, and to review the quality assurance system in use by IAE and the Maintenance Center.

If IAE or its nominee requires access to the premises of Spirit under this FHA it shall provide reasonable written notice to Spirit and such visit or inspection will be at a time mutually agreeable to the Parties.

Each Party will comply and ensure that its personnel comply with the other Party's conduct policies, rules, regulations and directions governing the conduct of visitors upon their premises.

**9.8      Acceptance and Operation**

Spirit shall take or, as applicable, have taken delivery of all of the Aircraft and Eligible Engines in accordance with the schedule set forth in Exhibit A to this Agreement, as amended, supplemented or otherwise modified from time to time, and shall operate the Aircraft and Eligible Engines in regular commercial service as contemplated by Section 10.6 below for the duration of the Period of Cover, subject to Section 11 hereto.

**9.9      Provision of Serviceable Accessories**

Spirit shall be responsible for ensuring that each Eligible Engine at the Maintenance Center for a Shop Visit is supported by full suite of serviceable Accessories. In the event that the repair or replacement of an Accessory for an Eligible Engine delays the completion of the Shop Visit for such Eligible Engine, such delay shall be considered an Excusable Delay. Alternatively Spirit may request the use of units provided by the Maintenance Center to permit the testing of the Eligible Engine in accordance with Section 8.1.11 above, to the extent the Maintenance Center has such capability.

**10.      FHA Rates and Payment**

**10.1      FHA Rates**

10.1.1      The FHA Rate for Restoration Shop Visit Coverage for Eligible Engines during the Period of Cover shall be as follows:

- (a)      For V2524-A5 rated Eligible Engines [\*\*\*] per Eligible Engine Flight Hour;
- (b)      For V2527-A5 rated Eligible Engines [\*\*\*] per Eligible Engine Flight Hour; and
- (c)      For V2533-A5 rated Eligible Engines [\*\*\*] per Eligible Engine Flight Hour.

10.1.2      [\*\*\*]

10.1.3      The FHA Rate for Miscellaneous Shop Visit Coverage for Eligible Engines for the first [\*\*\*] of each Eligible Engine's Period of Cover shall be [\*\*\*] per Eligible Engine Flight Hour.

10.1.4      The FHA Rate for Miscellaneous Shop Visit Coverage for Eligible Engines each year commencing with the [\*\*\*] for each Eligible Engine during the Period of Cover shall be as follows:

- (a)      For V2524-A5 rated Eligible Engines [\*\*\*] per Eligible Engine Flight Hour;

- (b) For V2527-A5 rated Eligible Engines [\*\*\*] per Eligible Engine Flight Hour; and
- (c) For V2533-A5 rated Eligible Engines [\*\*\*] per Eligible Engine Flight Hour;
- 10.1.5 [\*\*\*]
- 10.1.6 [\*\*\*]
- 10.1.7 [\*\*\*]
- 10.2 [\*\*\*]
- 10.3 [\*\*\*]
- 10.4 Excess Work Invoices
- 10.4.1 Charges for Excess Work shall be invoiced to Spirit by IAE as such Excess Work is performed in accordance with rates identified in Exhibit H.
- 10.4.2 In the event IAE determines that an Eligible Engine requires a Shop Visit that will be considered entirely to be Excess Work, and the Workscope for such Shop Visit is equal to or greater than a level of work that would be performed at a Restoration Shop Visit, then:
- (a) IAE may invoice Spirit its reasonable estimate of the cost of any Excess Work prior to commencement, or during the execution, of such Excess Work. IAE shall invoice Spirit for the balance of the cost of any Excess Work upon receipt of the corresponding invoice from the Maintenance Center (or promptly issue a credit to Spirit's account with IAE for any excess payment received from Spirit); and
- (b) the payment terms as set forth in Section 10.7.1 shall apply.
- 10.5 [\*\*\*]
- 10.6 General Conditions
- 10.6.1 The FHA Rates are predicated upon Spirit:

- (a) Maintaining within its fleet of Aircraft an annual average flight cycle of: [\*\*\*] hours for V2524-A5 powered Aircraft, [\*\*\*] hours for V2527-A5 powered Aircraft, and [\*\*\*] hours for V2533-A5 powered Aircraft (each calculated from the moment the wheels of an Aircraft, on which any Eligible Engine is installed, leave the ground on take-off to the moment when the wheels of such Aircraft touch the ground on landing);
- (b) Maintaining an annual average utilization of [\*\*\*] hours per V2524-A5 powered Aircraft, [\*\*\*] hours per V2527-A5 powered Aircraft, and [\*\*\*] hours per V2533-A5 powered Aircraft;
- (c) Maintaining an average engine thrust derate of: [\*\*\*] for V2524-A5 powered Aircraft, [\*\*\*] for V2527-A5 powered Aircraft, and [\*\*\*] for V2533-A5 powered Aircraft, all relative to the name plate thrust rating;
- (d) Maintaining an average ambient temperature for take-off no greater than: [\*\*\*] for V2524-A5 powered Aircraft, [\*\*\*] for V2527-A5 powered Aircraft, and [\*\*\*] for V2533-A5 powered Aircraft;
- (e) Having its main base located at Fort Lauderdale, Florida, USA;
- (f) Spirit operating each Eligible Engine at its originally installed thrust rating (unless otherwise agreed by the Parties);
- (g) acquiring all of the Firm Aircraft and Firm Spare Engines as set forth in Section 9.8;
- (h) after taking delivery of the Spare Engines in accordance with Exhibit A, maintaining a minimum ratio of [\*\*\*] Spare Engines to installed Engines for its Aircraft fleet; operating and maintaining the Aircraft and Eligible Engines in accordance with Airbus', IAE's, and other applicable OEM's technical manuals and the eMMP (including Engine rebuild requirements) for the duration of the Period of Cover;
- (i) owning, operating, and maintaining the Aircraft and Eligible Engines in regular commercial airline operation for the duration of the Period of Cover;
- (j) [\*\*\*]; and

- (k) acquiring from IAE or its approved sources reasonably sufficient components, parts, and spare Engines at the levels mutually agreed by IAE and Spirit to maintain proper support of the Eligible Engines and Aircraft.
- 10.6.2 In the event Spirit: (i) operates the Eligible Engines contrary to the preceding conditions, or (ii) wishes to include additional aircraft powered by V2500-A5 engines or additional V2500-A5 spare engines under this Agreement, then IAE, acting in good faith and in consultation with Spirit, may make reasonable and appropriate adjustments to the FHA Rates in accordance with the FHA Rate adjustment matrices set forth in Exhibit I (the "FHA Rate Adjustment Matrices"), which detail the effects of variations in derate, stage length, annual average utilization, and temperature on such FHA Rates. The FHA Rate Adjustment Matrices will be applied on an engine-by-engine basis at RSV induction.
- 10.6.3 In the event that an Eligible Engine leaves this Agreement for reasons beyond the control of Spirit, for example, an Eligible Engine is deemed damaged Beyond Economic Repair and is replaced by Spirit with another Engine, subject to prior written agreement by IAE (not to be unreasonably withheld, conditioned or delayed), the FHA Rates for that Engine and not for all Eligible Engines, will be adjusted.
- 10.7 Payment
- 10.7.1 [\*\*\*]
- 10.7.2 Subject to Section 10.7.1 above, Spirit shall pay all invoices submitted by IAE under this Section 10 within [\*\*\*] of receipt by Spirit.
- 10.7.3 Spirit undertakes that IAE shall receive the full undisputed amount of payments falling due under this Section 10, without any withholding or deduction whatsoever. If Spirit has a reasonable, good faith dispute with an Excess Work charge from IAE, Spirit will promptly notify IAE of such dispute in writing detailing the grounds for such dispute, but not later than fifteen (15) Business Days after receipt of such Excess Work charge. The Parties agree to use their reasonable, diligent and good faith efforts to reach a mutually agreeable resolution to such dispute.. The Parties agree to use their reasonable, diligent and good faith efforts to reach a final resolution of the Excess Work charge including, if necessary, elevation of the issue to each Party's senior management.
- 10.7.4 All payments under this Section 10 shall be made by electronic transfer and shall be deposited not later than the due date of payment with:  
[\*\*\*]  
or to such other account in the United States as IAE may from time to time designate in writing, which designation shall be effective upon receipt by Spirit of such notice.

- 10.7.5 Should Spirit fail to make any material payments to IAE required as set forth in this Section 10 or should Spirit fail to make any material payments to IAE when due under any other agreement between IAE and Spirit and such amount is not subject to a good faith dispute between the Parties, then, notwithstanding any rights which IAE may have in contract or in law, IAE reserves the right to (a) assess interest on such late payment at the rate of the greater of [\*\*\*] or the New York Citibank prime rate plus [\*\*\*] per annum from the date the payment was due to be made until the date such payment is received by IAE, (b) suspend all work on any and all Eligible Engines then currently at the Maintenance Center pursuant to this FHA and/or (c) hold Eligible Engines in IAE's possession or control.
- 10.8 Taxes and Other Like Charges
- 10.8.1 In addition to amounts stated to be payable by Spirit pursuant to this Agreement, Spirit shall pay any and all imposts, taxes, duties, levies, fees, assessments or other like charges (excluding any income, gains, or excess profit, franchise and similar taxes levied on the part of IAE, any Maintenance Center or their respective Affiliates and subcontractors,) which may be imposed by any government or taxing agency thereof arising from performance by IAE or its subcontractors in connection with this Agreement.
- 10.8.2 All amounts stated to be payable by Spirit pursuant to this Agreement exclude any value added tax, sales tax or similar such tax. In the event that the supply of goods or services under this Agreement is chargeable to any value added tax, sales tax or similar such tax will be borne by Spirit, subject to the receipt of any appropriate documentation that may be required to enable or assist Spirit to claim or verify any tax credit, set off, rebate or refund in respect of such taxes paid or payable in connection with supplies under this Agreement.
- 10.8.3 If either IAE or Spirit becomes aware of any taxes set forth in Sections 10.8.1 and 10.8.2 above, the relevant Party shall promptly notify the other Party, and both parties agree to consult in good faith and take such other reasonable steps in order to mitigate the tax in question.
11. [\*\*\*]
12. Warranties; Limitation of Liability
- 12.1 IAE warrants the work performed by a Maintenance Center at the final Shop Visit for each Eligible Engine under this Agreement shall be free from defects in materials and workmanship as follows: If Spirit demonstrates to the reasonable satisfaction of IAE that a defect in the work performed on a Part has caused damage to such Part or any other Part, and Spirit provides written notice to IAE of such damage within [\*\*\*] or within [\*\*\*] after installation of the corresponding Eligible Engine on an Aircraft, or if not installed on an Aircraft, within [\*\*\*] after delivery of the Eligible Engine from the applicable Shop Visit, whichever occurs first, IAE shall, as its sole responsibility for such defect, repair such damage at IAE's own cost and expense. Transportation charges for the return of defectively serviced goods to IAE or the Maintenance Center, and their reshipment to Spirit and risk of loss thereof shall be borne by IAE only if such goods are returned in accordance with reasonable written shipping instructions from IAE.

- 12.2 IAE warrants to Spirit that it shall convey good title to the new Parts sold hereunder. IAE's liability and Spirit's remedy under this warranty are limited to the removal of any title defect or, at the election of IAE, to the replacement of the new Parts or components thereof which are defective in title; provided, however, that the rights and remedies of the Parties with respect to patent infringement shall be limited to the provisions of Section 15 of this Agreement.
- Spirit warrants that title to Parts removed from Eligible Engines by the Maintenance Center shall pass immediately to IAE free and clear of all security interests and rights of Spirit or others at the time that title to the replacement Part passes to Spirit.
- 12.3 THE FOREGOING WARRANTIES TOGETHER WITH THE EXPRESS REMEDIES PROVIDED TO SPIRIT IN ACCORDANCE WITH THIS AGREEMENT, ARE EXCLUSIVE AND ARE GIVEN BY IAE IN LIEU OF (A) ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN STATUTE, CONTRACT, TORT OR STRICT LIABILITY AGAINST OEM OR ITS AFFILIATES, WHETHER OR NOT ARISING FROM THE NEGLIGENCE, ACTUAL OR IMPUTED (BUT NOT GROSS NEGLIGENCE OR WILLFUL MISCONDUCT), OF IAE OR ITS AFFILIATES, STOCKHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, PERMITTED ASSIGNS AND AGENTS.
- 12.4 [\*\*\*]
- 12.5 For purpose of this Section 12, "IAE" shall be deemed to include IAE International Aero Engines AG, Pratt and Whitney, a division of United Technologies Corporation, Pratt & Whitney Aero Engines International GmbH, Japanese Aero Engine Corporation, MTU Aero Engines GmbH, and the respective directors, officers, employees and agents of each.

### 13. **Delays**

#### 13.1 **Excusable Delays**

IAE shall not be charged with any liability for delay in the performance of any of its obligations when such delay is caused by acts of God or the public enemy, compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it proves to be invalid, fires, riots, labor disputes, unusually severe weather, or any cause beyond the reasonable control of IAE, or by delays of IAE's suppliers for any of the same or similar causes. To the extent that such causes actually delay performance on the part of IAE, the time for the performance shall be extended for as many days as are required to obtain removal of such causes. This provision shall not, however, relieve IAE from using its reasonable efforts to avoid or remove such causes and continue performance with reasonable dispatch whenever such causes are removed ("Excusable Delay").

If Spirit fails to comply with the requirements set forth in Section 9, and such failure or non-approval, as applicable causes the Maintenance Center to reasonably reschedule or delay the induction or completion of a Shop Visit for an Eligible Engine, then such delay shall constitute an Excusable Delay for IAE.

**14.**

**Duplicate Benefits**

Spirit and IAE agree that it is not the intention to provide duplicate benefits under the terms of this Agreement and the Existing Fleet GTA or under any other arrangement between IAE or IAE's suppliers or Airbus and Spirit. In the event of any such duplication of benefits, Spirit may, at the relevant time in respect of the relevant circumstances receive any one such benefit (at Spirit's discretion) to the exclusion of all other duplicate benefits.

**15.**

**Intellectual Property**

- 15.1 IAE shall conduct, at its own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use or resale by Spirit or any subsequent purchaser or user of the Parts delivered hereunder directly infringes any United States patent or any patent of any other country that is a signatory to Article 27 of the Convention of International Aviation signed by the United States at Chicago on December 7, 1944, in which Spirit is authorized to operate, but only on the condition that:
- 15.1.1 IAE receives prompt written notice of such claim, suit or action and has full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to Spirit or subsequent purchaser or user for such defense; provided, however, IAE shall not agree to any settlement pursuant to which any fault is attributed to Spirit, without the prior written consent of Spirit;
- 15.1.2 such new Parts are made according to a specification or design furnished by IAE or, if a process patent is involved, the process performed with such Parts if recommended in writing by IAE; and
- 15.1.3 the claim, suit or action is brought against Spirit.
- 15.2 Provided all of the foregoing conditions have been met, IAE shall, at its own expense, either settle said claim, suit or action or shall pay all damages, excluding consequential damages and costs awarded by the court thereon, and, if the use or resale of such new Parts is finally enjoined, IAE shall, at IAE's option:
- 15.2.1 procure for Spirit the right to use and resell the new Parts,
- 15.2.2 replace them with equivalent non-infringing Parts,
- 15.2.3 modify them so they become non-infringing but equivalent, or

- 15.2.4 remove them and refund the purchase price and any additional amount necessary to replace the same with equivalent, non-infringing Parts (less a reasonable allowance for use, damage and obsolescence).
- 15.3 If a claim, suit or action is based on a design or specification furnished by Spirit or on the performance of a process not recommended or approved in writing by IAE, or on the use or sale of the Parts delivered hereunder in combination with other new parts not delivered to Spirit by IAE, Spirit shall indemnify and save IAE harmless therefrom.

**16. Amendment**

This Agreement shall not be amended, changed, or modified in any way other than by agreement in writing, signed by the Parties hereto after the date of this Agreement, which is expressly stated to amend this Agreement.

**17. Assignment**

- 17.1 Except as otherwise agreed herein, Spirit may not assign in whole or part any of its rights or obligations under this Agreement without the written consent of IAE (such consent not to be unreasonably withheld).
- 17.2 [\*\*\*]
- 17.3 [\*\*\*]
- 17.4 IAE may, without recourse, assign its rights and/or delegate its obligations under this Agreement to any subsidiary or affiliate of IAE or United Technologies Corporation, or in connection with a merger, consolidation, reorganization, or voluntary sale or transfer of its assets; provided that such assignee/delegate is: (i) solvent at the time of such transfer and (ii) authorized by the applicable regulatory authorities, as necessary, to perform or procure the performance of all obligations being delegated/assigned; and (iii) able, in IAE's sole, reasonable discretion, to make all payments required by IAE to be made to Spirit under this Agreement.

**18. Notices**

Any notice to be served pursuant to this Agreement shall be sent by registered mail, by internationally recognized overnight courier, or by facsimile (with the original notice sent by registered mail or internationally recognized overnight courier) to the applicable address indicated in Exhibit F.

**19. Exclusion of Other Provisions and Previous Understandings**

- 19.1 This Agreement is the sole and entire agreement of the Parties with respect to the Eligible Engines and the subject matter hereof and shall apply to the exclusion of any other provisions on or attached to or otherwise forming part of any order form of Spirit, or any acknowledgment or acceptance by IAE, or of any other document which may be issued by either Party relating to such services and the Eligible Engines.

19.2 The Parties agree that neither of them have placed any reliance whatsoever on any representations, agreements, statements or understandings made prior to the signature of this Agreement, whether orally or in writing, relating to such services, other than those expressly incorporated in this Agreement, which has been negotiated on the basis that its provisions represent their entire agreement relating to such services and shall supersede all such representations, agreements, statements and understandings.

20. **Termination, Expiration and Events of Default**

20.1 **Bankruptcy Insolvency**

Either Party shall have the option, at its sole discretion, to terminate this Agreement upon the occurrence of any of the following events: (a) a receiver or trustee is appointed for any of the other Party's property, or (b) the other Party is adjudicated or voluntarily becomes bankrupt under any bankruptcy or winding up laws or other similar legislation, or (c) the other Party becomes insolvent or makes an assignment for the benefit of creditors.

20.2 **Failure to Make Payments or to Meet Obligations**

20.2.1 If Spirit fails to make any payment of a material amount, due and owing to IAE as set forth in Section 10 of this Agreement or any other agreement between the Parties (including any late interest due thereon) and such amount is not the subject of a good faith dispute or fails to meet any other material obligation under this Agreement or any other agreement between the Parties, then, after notice to Spirit and the expiration of a [\*\*] cure period, and without prejudice to any of IAE's other rights which IAE may have in contract, at law, or in equity, IAE shall have the right to not to induct, to suspend all work on, or not to release from the Maintenance Center(s) any Eligible Engine until full payment is made by Spirit to IAE or such failure is corrected, as the case may be.

20.2.2 If Spirit fails to take delivery of all of the Aircraft and Eligible Engines in accordance with the schedule set forth in Exhibit A to this Agreement, as amended, supplemented or otherwise modified from time to time, or fails to operate the Aircraft and Eligible Engines in regular commercial service as contemplated by Section 10.6 for the duration of the Period of Cover, in addition to any other rights which IAE may have in contract, at law, or in equity, IAE shall be entitled to make reasonable adjustments to the FHA Rates as appropriate based on the method of calculation used to derive the FHA Rates.

20.2.3 A non-defaulting Party shall have the right to declare an event of default and terminate this Agreement: (i) if any default shall occur in the payment by the defaulting party of any material amount hereunder when and as the same becomes due and payable and such default continues, after notice from the non-defaulting Party for a period of [\*\*] or more and is not the subject of a good faith dispute between the Parties, or (ii) for a failure by the defaulting Party to meet any other material obligation under this Agreement, and such failure has not been fully corrected within [\*\*] after the non-defaulting Party has given notice of such failure to the defaulting Party and is not the subject of a good faith dispute between the Parties.

**20.3      Expiration**

This Agreement shall be effective from the day and year first before written until the end of the Period of Cover or until terminated pursuant to this Section 20. Notwithstanding the foregoing, Sections 20.4, 23, and 25 of this Agreement shall survive any expiration or termination of this Agreement.

**20.4      Effect of Termination or Expiration**

Except as otherwise set out in this Section 20.4 and any rights or obligations arising under the applicable law, the rights and obligations of the Parties under this Agreement shall terminate upon the termination or expiration of this Agreement, and Spirit shall no longer be provided with fleet hour agreement coverage under the terms of this Agreement.

**20.4.1**      Upon any termination or expiration of this Agreement, all liabilities and obligations (including payment obligations) that have accrued prior to such termination or expiration (including payment due for Excess Work) shall survive.

**20.4.2**      Spirit shall pay to IAE the cost of any and all services which have been or are in the process of being carried out under the terms of this Agreement which have not been covered by payments made by Spirit under this Agreement plus a surcharge of the lesser of (i) [\*\*\*] and (ii) the maximum amount allowed by law. Should Spirit terminate this Agreement under Section 20.1 or Section 20.2.3 above, IAE shall return any excess payments for services paid for, but not rendered. Such calculation shall be performed by IAE within sixty (60) Business Days of termination, shall be mutually approved by IAE and Spirit and shall be immediately due and payable by Spirit or IAE, as the case may be, upon receipt thereof.

**21.      Negation of Waiver**

Failure by either Party to enforce any term of this Agreement shall not constitute a waiver of such term.

**22.      Severability and Partial Invalidity**

If any provision of this Agreement or the application thereof to either Party shall be invalid, illegal or unenforceable to any extent, the remainder of the Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

**23.      Governing Law**

This Agreement shall be construed and the performance thereof determined in accordance with the laws of the State of New York, United States of America, without regard to its conflict of laws provisions other than Sections 5-1401 and 5-1402 of the New York General Obligations Law. The Parties agree to exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.

The Parties irrevocably submit to the exclusive jurisdiction of the state and federal courts sitting in the State of New York, United States of America, in connection with any suit, action or proceeding arising out of or relating to this Agreement and irrevocably waive to the fullest extent permitted by law, any objection to the laying of venue of any such suit, action or proceeding in any such court or any claim that any suit, action or proceeding has been brought in an inconvenient forum. Further, the Parties hereto agree to waive any rights either of them may have to a jury trial in connection with any such suit, action or proceeding.

**24.**

**Publicity**

Each Party agrees that it shall not issue any press release or make any public announcement regarding this Agreement without the written consent of the other Party. Spirit agrees that IAE may use Spirit's authorized logo, service marks and trademarks for the purpose of confirming that Spirit is a customer of IAE. IAE agrees that Spirit may use IAE's authorized logo, service marks and trademarks for the purpose of confirming that IAE is a supplier to Spirit. Except as expressly set forth above, neither Party may use the other Party's logo, service marks and trademarks without the express written consent of the other Party.

**25.**

**Confidentiality**

Each of IAE and Spirit acknowledge and understand that certain commercial and financial information contained in or provided in connection with this Agreement is considered by the other to be confidential. IAE and the Spirit each hereby agree, for the benefit of the other, that it shall treat the contents of this Agreement as confidential and shall not, without the prior written consent of the other, disclose or cause to be disclosed the terms hereof to any person except: (i) to its legal and financial advisors and auditors who are bound by written obligation of confidentiality, or (ii) as may be required by applicable law or governmental regulation, including federal and state securities laws, or pursuant to an order issued by any court or governmental authority having jurisdiction over Spirit or IAE as the case may be, provided that the Party being required to disclose shall, to the extent permitted by Applicable Law, give prior notice to the other Party in order that it may have every reasonable opportunity to contest such disclosure, and provided further that the Party being required to disclose shall use commercially reasonable efforts to assist the other to resist or narrow the required disclosure to the extent possible while still complying with such requirement.

Notwithstanding the foregoing, IAE shall be entitled to disclose the relevant terms of this Agreement on a need-to-know basis to the Maintenance Centers, provided that they are bound by similar confidentiality obligations and Spirit shall be entitled to disclose the terms of the same to its officers, directors, employees who have a need-to-know of such terms of this Agreement.

**26.**

**Compliance with All Applicable Laws and Regulations**

- 26.1 Export/Import. Spirit agrees that it will not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any IAE goods, software, technical data (including products derived from or based on such technical data), or services received directly or indirectly from IAE to any Prohibited Party without obtaining prior authorization from the relevant government authorities as required pursuant to Export Laws.
- "Prohibited Parties" means, collectively, those countries, and persons to whom the sale, export, re-export, transfer, diversion or other disposition of any IAE goods, software, technical data or services is prohibited by the applicable export laws and related regulations of the United States, German, British, Japanese, or European Union Governments.
- 26.2 Other Laws and Regulations. Spirit agrees that it will abide by all applicable laws and regulations.
- 26.3 Spirit shall indicate its compliance with the above on or before execution of this Agreement by completing and signing the End Use/End User Certificate form provided by IAE.

**27. No Construction Against Drafter**

This Agreement has been the subject of detailed negotiation between the Parties. If an ambiguity or question of the intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by IAE and Spirit and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue authorship of any of the provisions of this Agreement.

**28. Damages**

In no event shall either Party to this Agreement or either Party's subsidiaries or affiliates, have any liability to any other Party hereto for any indirect, incidental, special, consequential, or punitive damages, including without limitation any damage to or loss of use, revenue or profit with respect to any Aircraft, Engines and/or Parts.

**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be signed on their behalf by their authorized officers the day and year first before written:

Agreed to and accepted on behalf of:  
**IAE International Aero Engines AG**

By: /s/ Rick Deurloo  
Name: Rick Deurloo  
Title: SVP Sales

Agreed to and accepted on behalf of:  
**Spirit Airlines, Inc.**

By: /s/ Charles A. Rue  
Name: Charles A. Rue  
Title: VP Supply Chain

**Exhibit A**  
**Aircraft and Spare Engine Delivery Schedules**

**Exhibit A-1**  
**Existing Aircraft**

Existing Aircraft No.	Aircraft Type	Engine Model	Delivery Date	Aircraft MSN	ESN 1	ESN 2
1	[***]	[***]	[***]	[***]	[***]	[***]
2	[***]	[***]	[***]	[***]	[***]	[***]
3	[***]	[***]	[***]	[***]	[***]	[***]
4	[***]	[***]	[***]	[***]	[***]	[***]
5	[***]	[***]	[***]	[***]	[***]	[***]
6	[***]	[***]	[***]	[***]	[***]	[***]
7	[***]	[***]	[***]	[***]	[***]	[***]
8	[***]	[***]	[***]	[***]	[***]	[***]
9	[***]	[***]	[***]	[***]	[***]	[***]
10	[***]	[***]	[***]	[***]	[***]	[***]
11	[***]	[***]	[***]	[***]	[***]	[***]
12	[***]	[***]	[***]	[***]	[***]	[***]
13	[***]	[***]	[***]	[***]	[***]	[***]
14	[***]	[***]	[***]	[***]	[***]	[***]
15	[***]	[***]	[***]	[***]	[***]	[***]
16	[***]	[***]	[***]	[***]	[***]	[***]
17	[***]	[***]	[***]	[***]	[***]	[***]
18	[***]	[***]	[***]	[***]	[***]	[***]
19	[***]	[***]	[***]	[***]	[***]	[***]
20	[***]	[***]	[***]	[***]	[***]	[***]
21	[***]	[***]	[***]	[***]	[***]	[***]
22	[***]	[***]	[***]	[***]	[***]	[***]
23	[***]	[***]	[***]	[***]	[***]	[***]
24	[***]	[***]	[***]	[***]	[***]	[***]
25	[***]	[***]	[***]	[***]	[***]	[***]
26	[***]	[***]	[***]	[***]	[***]	[***]
27	[***]	[***]	[***]	[***]	[***]	[***]
28	[***]	[***]	[***]	[***]	[***]	[***]
29	[***]	[***]	[***]	[***]	[***]	[***]
30	[***]	[***]	[***]	[***]	[***]	[***]
31	[***]	[***]	[***]	[***]	[***]	[***]
32	[***]	[***]	[***]	[***]	[***]	[***]
33	[***]	[***]	[***]	[***]	[***]	[***]
34	[***]	[***]	[***]	[***]	[***]	[***]
35	[***]	[***]	[***]	[***]	[***]	[***]
36	[***]	[***]	[***]	[***]	[***]	[***]
37	[***]	[***]	[***]	[***]	[***]	[***]
38	[***]	[***]	[***]	[***]	[***]	[***]
39	[***]	[***]	[***]	[***]	[***]	[***]

40	[***]	[***]	[***]	[***]	[***]	[***]
41	[***]	[***]	[***]	[***]	[***]	[***]
42	[***]	[***]	[***]	[***]	[***]	[***]
43	[***]	[***]	[***]	[***]	[***]	[***]
44	[***]	[***]	[***]	[***]	[***]	[***]
45	[***]	[***]	[***]	[***]	[***]	[***]
46	[***]	[***]	[***]	[***]	[***]	[***]
47	[***]	[***]	[***]	[***]	[***]	[***]

[\*\*\*]

**Exhibit A-2**  
**Firm Aircraft**

Existing Aircraft No.	Aircraft Type	Engine Model	Delivery Date	Aircraft MSN	ESN 1	ESN 2
1	[***]	[***]	[***]	[***]	[***]	[***]
2	[***]	[***]	[***]	[***]	[***]	[***]
3	[***]	[***]	[***]	[***]	[***]	[***]
4	[***]	[***]	[***]	[***]	[***]	[***]
5	[***]	[***]	[***]	[***]	[***]	[***]
6	[***]	[***]	[***]	[***]	[***]	[***]
7	[***]	[***]	[***]	[***]	[***]	[***]
8	[***]	[***]	[***]	[***]	[***]	[***]
9	[***]	[***]	[***]	[***]	[***]	[***]
10	[***]	[***]	[***]	[***]	[***]	[***]
11	[***]	[***]	[***]	[***]	[***]	[***]
12	[***]	[***]	[***]	[***]	[***]	[***]
13	[***]	[***]	[***]	[***]	[***]	[***]
14	[***]	[***]	[***]	[***]	[***]	[***]
15	[***]	[***]	[***]	[***]	[***]	[***]
16	[***]	[***]	[***]	[***]	[***]	[***]
17	[***]	[***]	[***]	[***]	[***]	[***]
18	[***]	[***]	[***]	[***]	[***]	[***]
19	[***]	[***]	[***]	[***]	[***]	[***]
20	[***]	[***]	[***]	[***]	[***]	[***]
21	[***]	[***]	[***]	[***]	[***]	[***]

[\*\*\*]

**Exhibit A-3**  
**Spare Engines**

<b>Spare Engines</b>	<b>No.</b>	<b>Engine Model</b>	<b>Delivery Date</b>	<b>ESN</b>
Firm Spare Engines	1	[***]	[***]	[***]
	2	[***]	[***]	[***]
	3	[***]	[***]	[***]
	4	[***]	[***]	[***]
	5	[***]	[***]	[***]
	6	[***]	[***]	[***]
	7	[***]	[***]	[***]
	8	[***]	[***]	[***]
	9	[***]	[***]	[***]
	10	[***]	[***]	[***]
	11	[***]	[***]	[***]
Option Spare Engines	1	[***]	[***]	[***]
	2	[***]	[***]	[***]
	3	[***]	[***]	[***]
	4	[***]	[***]	[***]

[\*\*\*]

**Exhibit B**  
**FHA Escalation Formula**

1. FHA Rates will be subject to annual escalation in accordance with the formula set forth below:

[\*\*\*]

Where:

FHA Rates are the applicable base values at the Base Month as set forth in the Contract;  
"Base Month" shall mean the base month and year specified for the FHA rates in the Contract;

[\*\*\*]

## Exhibit C Accessories

**Exhibit D**  
**V2500 Turbofan Engine Model Specifications**

[\*\*\*]

**Exhibit E**  
**Powerplant Description**



**Exhibit F**  
**Addresses**

1. SPIRIT ADDRESSES

(a) Address for Notices:

Legal Department  
Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025  
Fax: (954) 447-7854

(b) Address for Invoices:

Accounts Payable Department  
Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025  
Fax: (954) 447-7855

2. IAE ADDRESSES

(a) Address for Notices:

Attention: Chief Legal Officer & Company Secretary  
IAE International Aero Engines AG  
400 Main Street, M/S 121-10  
East Hartford, CT 06108  
Fax: (860) 565-4003

(b) Address for Invoices:

Attention: Accounts Receivable Manager  
IAE International Aero Engines AG  
400 Main Street, M/S 121-10  
East Hartford, CT 06108  
Fax: (860) XXX-XXXX

(c) Address for all Other FHA Matters:

Attention: Customer Fleet Director for Spirit  
IAE International Aero Engines AG  
400 Main Street, M/S 121-10  
East Hartford, CT 06108  
Fax: (860) XXX-XXXX

**Exhibit G**  
**Engine Monitoring Services**

1. IAE will provide the following Engine health monitoring services ("Services") through the ADEM system:

(a) **ENGINE TREND MONITORING**

- (i) Provide processing of in-flight engine data received from Operator into IAE's EHM database as provided per the data input and transmission requirements set forth in Section 3 herein. All processed data will be provided to the Operator via IAE's web portal. Daily updates require web portal access described in Section 1(b) herein.
- (ii) Provide automated mechanical exceedance reporting for those Aircraft that are equipped with required on-board hardware and software.
- (iii) Provide technical analysis of EHM Eligible Engines' performance data and report anomalies indicated by such data to designated Operator personnel as required.
- (iv) Provide access to monthly EHM Eligible Engine operating trend analysis report covering post EHM Commencement Date operations to assist Operator in the planning and scheduling of EHM Eligible Engines for shop visits.
- (v) Provide automated alert notification of parameters that have exceeded level and rate change limits.
- (vi) Provide access to alert details reports that identify Aircraft and Eligible Engines by serial number and provide the date, time, magnitude and details of occurrences when such Eligible Engine exceeds specific performance parameters and provide the ability to store comments associated with a given alert.
- (vii) Provide exhaust gas temperature (subject to data availability) Watch-Lists, updated monthly utilizing data received from Operator to assist Operator in scheduling Eligible Engine removals for maintenance purposes. The Watch-Lists provide an engine ranking and predicted removal date for a given Eligible Engine based on the measured parameter and deterioration rate to assist with proactive on-wing management and maintenance planning.
- (viii) Provide access to the following engine performance parameter trend plots that are updated real-time as new in-flight engine data is received from Operator:
  - EGT Margin
  - Sea Level Outside Air Temperature Limits
  - N1 and N2 Shaft Speeds
  - Fuel Flow
  - Vibration
  - Oil Temperature
  - Oil Pressure
  - P2.5, T2.5, P3.0, T3.0, P12.5
- (ix) Upon special request, raw in-flight engine data can be supplied to the Operator.

- (x) Input data files and d individually processed records will be stored for a minimum period of five (5) years.
- (b) WEB PORTAL ACCESS
- (i) Provide twenty-four (24) hour per day access to reports and processed information, provided to under Section 1 herein, through a secure web portal created and maintained by IAE. Such web portal access shall be created and provided to Operator approximately thirty (30) days from the execution of this Agreement. Operator must meet IAE defined requirements for access as detailed in Section 2 herein. IAE will use all reasonable efforts to ensure a service availability target of 96% when measured on an annual basis and that down time of the system is no longer than one (1) business day for any one incident.
- (ii) IAE shall provide Services under the terms of this Agreement contingent upon the timely receipt of data required by IAE from Operator. It is understood between the parties that the ability of IAE to provide timely and accurate reports and processed information through these web-based services is dependent upon the quality and timeliness of the data received from Operator.
- (iii) If Email, or pager or cell phone alert notifications are required by the Operator, the Operator shall be responsible for acquiring and maintaining the required pager and cell phone hardware and software and pay any associated communications fees. It is the Operator's responsibility to establish an alert notification contact list and advise IAE of any changes.

## 2. ACCESSIBILITY

- (a) To facilitate internet portal access, Operator is required to maintain the following: (i) internet access; (ii) Internet Explorer version 5.5 or higher; (iii) 128 bit Secure Socket Layer ("SSL") encryption capability; and (iv) a minimum internet speed of 56K bits per second to access the internet portal.
- (b) All information being transmitted through the Internet portal will be protected using SSL encryption. In addition, each user of the Internet portal will be authenticated at logon with a unique user identification and password. Once authenticated to the Internet portal, Operator will only be allowed to access the information that Operator and IAE mutually agree a specific user may review. IAE shall review security requirements for web portal access from time to time to ensure an appropriate level of data protection. Updated security requirements shall be communicated to Operator on a timely basis.

## 3. TRANSMISSION OF DATA BY OPERATOR

- (a) Operator shall provide all data requested by IAE in order to perform the Services, including but not limited to the date and time the data was recorded, aircraft and engine number, engine position, altitude and mach (or air speed), total air temperature, engine pressure ratio, rotor speeds, fuel flow, oil temperature, oil pressure, mechanical exceedances and pertinent maintenance actions (EHM Eligible Engine changes, sensor changes, other items that may impact engine performance). Operator shall electronically transmit engine condition monitoring data to IAE's designated ground station via air-to-ground service providers (e.g., ARINC and SITA) or via such other routing as the parties mutually agree.
- (b) Using the facilities available within IAE's V2500 engine monitoring program services, the Operator shall provide feedback of on-wing maintenance actions taken as a result of an alert notification as provided in accordance with Section 1(a)(v) herein.

4. LIMITATION OF LIABILITY

IAE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES SET FORTH IN THIS Exhibit G. OPERATOR ACKNOWLEDGES AND AGREES THAT IT IS SOLELY RESPONSIBLE FOR MAKING ALL DECISIONS IN RESPECT TO THE SERVICES. IAE EXPRESSLY DISCLAIMS AND OPERATOR HEREBY RELEASES IAE FROM ANY LIABILITY, INCLUDING BUT NOT LIMITED TO LIABILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING OUT OF OR ASSOCIATED WITH THE SERVICES, RECOMMENDATIONS OR FAILURE TO MAKE RECOMMENDATIONS BY IAE, OR ANY DECISIONS MADE BY OPERATOR WITH RESPECT TO THE SERVICES. Should Operator fail to comply with operating and maintenance instructions or recommendations resulting from the Services, authorized or issued by IAE and current at the time, then IAE shall not be held liable for any costs associated with any Engine, Module or Part failure arising from Operator's failure to comply with IAE's recommendations. Any such event shall also be considered ineligible against any warranties or guarantees provided by IAE and resulting repairs and part replacements shall be carried out and charged as Excess Work under the applicable IAE Fleet Hour Agreement.

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**Exhibit H**  
**Excess Work Rates**

Item	Basis	Rates/Fees
[***]	[***]	[***] <sup>(4)</sup>
[***]	[***]	[***]
[***]	[***] <sup>(1)</sup>	[***] <sup>(2)</sup>
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***] <sup>(3)</sup>	[***] <sup>(4)</sup>
[***]	[***]	[***] <sup>(4)</sup>

## Notes:

1. [\*\*\*]
2. [\*\*\*]
3. Where units per Engine quantities listed in Exhibit C are greater than [\*\*\*], a single [\*\*\*] fee per ATA line item shall still apply. This charge will also cover the packing, one-way transportation and coordination of Accessories removed and sent for vendor repair.
4. The above rates and fees are expressed in United States Dollars and are subject to escalation from the base month of January 2012 in accordance with the formula set forth in Exhibit B.

**Exhibit I**  
**FHA Rate Adjustment Tables**

The FHA Rates have been calculated based on Spirit meeting the General Conditions detailed in Section 10.6 of the Agreement. To the extent that any operating parameters vary, the applicable charges shall be generated from the rate change tables contained in this Exhibit I. In the event that Spirit's actual operating conditions fall between points in the FHA Rate Adjustment Matrices, IAE shall use the Microsoft Excel spreadsheets referenced in Exhibit I hereto to calculate the applicable FHA Rate using linear interpolation (the "FHA Rate Interpolation Tool"). If the actual utilization parameters fall between two separate tables, the table with the higher factor shall apply.

If any of the actual operating parameters fall outside the coverage of the tables contained in this Exhibit I, the Parties shall agree a rate adjustment based on the same method of calculation used to derive the tables (and not based on simple extrapolation).

[\*\*\*]

**Exhibit I-4**  
**FHA Rate Interpolation Tool**

[\*\*\*]



400 Main Street, M/S 121-10  
East Hartford, CT 06108 USA  
October 1, 2013

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

**Subject:** Side Letter No. 1 to the Amended and Restated V2500-A5 Fleet Hour Agreement between IAE International Aero Engines AG and Spirit Airlines, Inc., dated October 1, 2013

Gentlemen:

We refer to (i) the Amended and Restated Fleet Hour Agreement dated October 1, 2013 between IAE and Spirit, as amended from time to time (the "Existing Fleet FHA") and (ii) Side Letter No. 2, dated October 1, 2013 ("Side Letter No. 2") to the V2500-A5 General Terms of Sale dated October 1, 2013 between IAE and Spirit, as amended from time to time (the "New Fleet Contract"). Unless expressly stated to the contrary, and to the extent possible, terms used in this Side Letter No. 1 ("Side Letter No. 1") shall have the same meaning given to them in the Existing Fleet FHA.

In consideration of Spirit purchasing fifteen (15) Incremental Aircraft, as defined in Side Letter No. 2, the Parties agree as follows:

**1. Existing Fleet - [\*\*\*]**

Section 11.1 of the Existing Fleet FHA shall be deleted in its entirety and shall be replaced with the following:

[\*\*\*]

Except as expressly amended by this Side Letter No. 1, all provisions of the Existing FHA remain in full force and effect.

Agreed to and accepted on behalf of:  
**IAE International Aero Engines AG**

By: /s/ Rick Deurloo  
Name: Rick Deurloo  
Title: SVP Sales  
Date: 10/2/13

Agreed to and accepted on behalf of:  
**Spirit Airlines, Inc.**

By: /s/ Edward Christie  
Name: Edward Christie  
Title: SVP & CFO  
Date: 10/2/13

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

**PUREPOWER® PW1100G-JM ENGINE PURCHASE SUPPORT AGREEMENT  
AND  
PW1100G-JM ENGINE FLEET MANAGEMENT PROGRAM AGREEMENT  
BY AND BETWEEN  
UNITED TECHNOLOGIES CORPORATION  
PRATT & WHITNEY DIVISION  
AND  
SPIRIT AIRLINES, INC.  
DATED AS OF OCTOBER 1, 2013**

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1. DEFINITIONS 4
  2. PURCHASE OBLIGATIONS 4
  3. FINANCIAL ASSISTANCE 5
  4. FIRM SPARE ENGINES 7
  5. ESCALATION 9
  6. [\*\*\*] 11
  7. [\*\*\*] 13
  8. [\*\*\*] 14
  9. PURESOLUTION™ FMP 14
-

10. GUARANTEE PLANS AND TECHNICAL SUPPORT 14
  11. CERTIFICATION 19
  12. TERMS AND CONDITIONS 19
  13. NOTICES 20
  14. [\*\*\*] 21
  15. ENTIRE AGREEMENT 21
  16. PARTICIPATION OF PARTIES 22
- 

#### **LIST OF APPENDICES**

Appendix 1	Agreement Definitions
Appendix 2	Aircraft and Spare Engine Delivery Schedule
Appendix 3	PW1100G-JM Engine Specification
Appendix 4	PW1100G-JM Engine Price Escalation Formula
Appendix 5	PureSolution <sup>SM</sup> Fleet Management Program
Appendix 6	PW1100G-JM Engine Product Support Plan
Appendix 7	Warranties and Service Policies for the PW1100G-JM Engine
Appendix 8	Guarantee Plan Definitions and Conditions
Appendix 9	[***]

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Appendix 10	[***]
Appendix 11	[***]
Appendix 12	[***]
Appendix 13	[***]
Appendix 14	[***]
Appendix 15	[***]
Appendix 16	[***]
Appendix 17	[***]
Appendix 18	[***]
Appendix 19	[***]
Appendix 20	[***]
Appendix 21	Terms and Conditions of Sale of Goods and Services

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This PurePower® PW1100G Engine Purchase Support Agreement, dated as of October 1, 2013 (this "Agreement"), is entered into by and between Spirit Airlines, Inc., having an office at 2800 Executive Way, Miramar, FL 33025 U.S.A., (hereinafter referred to as "Spirit") and United Technologies Corporation, acting through its Pratt & Whitney Division, a corporation organized and existing under the laws of the State of Delaware, having an office at 400 Main Street, East Hartford, CT 06108, U.S.A. (hereinafter referred to as "Pratt & Whitney"). Pratt & Whitney and Spirit may also hereinafter be referred to individually as a "Party" or collectively as the "Parties."

**WHEREAS:**

Spirit has entered into a binding agreement with Airbus for the purchase of fifty (50) new firm A320neo family aircraft powered by new PW1100G-JM engines, which are scheduled for delivery in accordance with the Delivery Schedule (each, a "Firm Aircraft", and collectively, the "Firm Aircraft"); and

---

Spirit desires to purchase from Pratt & Whitney nine (9) new PW1100G-JM spare engines to support the Firm Aircraft (each, a "Firm Spare Engine"; collectively, the "Firm Spare Engines"); and

Pratt & Whitney desires to provide Engines to power the Firm Aircraft and to sell to Spirit the Firm Spare Engines, and to provide the support and other assistance described in this Agreement; and

Spirit desires to have all off-wing Engine maintenance services performed exclusively by Pratt & Whitney under the PureSolution FMP (set forth in Appendix 5); and

Pratt & Whitney is willing to become Spirit's exclusive maintenance provider for its Engine fleet through the PureSolution FMP; and

Pratt & Whitney and Spirit desire to express their complete understanding and agreement in connection with Spirit's selection of the Engines to power the fifty (50) Firm Aircraft, Spirit's purchase of nine (9) Firm Spare Engines, and the parties' responsibilities and obligations under the PureSolution FMP.

**NOW THEREFORE:**

In consideration of the above recitals and the conditions, mutual covenants, and agreements contained in this Agreement and under the PureSolution FMP attached hereto as Appendix 5, Pratt & Whitney and Spirit mutually agree as follows:

**1. DEFINITIONS**

Capitalized terms not otherwise defined in this Agreement have the respective meanings in Appendix 1.

**2. PURCHASE OBLIGATIONS**

Upon mutual execution of this Agreement, the parties agree as follows:

---

2.1 Spirit will place a firm order with Airbus for the fifty (50) Firm Aircraft, and will inform Airbus that it has selected Engines to power the Firm Aircraft.

2.2 Spirit will take delivery of each Firm Aircraft in accordance with the Delivery Schedule, subject to the provisions of Section 6.3 and the other terms and conditions of this Agreement.

2.3 Pratt & Whitney will sell, under separate agreements with Airbus, new PurePower PW1100G-JM Engines for installation on the Firm Aircraft;

2.4 Spirit will purchase and take delivery of, and Pratt & Whitney will sell and deliver to Spirit, nine (9) Firm Spare Engines in accordance with the Delivery Schedule, subject to the provisions of Section 6.4 and the other terms and conditions of this Agreement. This Agreement constitutes Spirit's firm and unconditional purchase order with Pratt & Whitney for the nine (9) Firm Spare Engines;

2.5 Spirit agrees that receipt of benefits under this Agreement is subject to and conditioned upon Spirit performing its obligations under the PureSolution FMP set forth in Appendix 5, which the parties agree to execute contemporaneously with this Agreement;

---

2.6

This executed Agreement constitutes a valid, binding, and legally enforceable contract by and between Spirit and Pratt & Whitney for the support of the Engines installed on the fifty (50) Firm Aircraft, the purchase and sale of the nine (9) Firm Spare Engines, and their performance of the PureSolution FMP.

### 3. FINANCIAL ASSISTANCE

In consideration of Spirit fulfilling its obligations under Article 2 of this Agreement, Pratt & Whitney agrees to provide Spirit with the financial assistance identified in this Article 3, subject to the provisions of Section 5.5. All credits identified herein are conditioned upon: (a) Spirit accepting delivery of all the Firm Aircraft and Firm Spare Engines in accordance with the Delivery Schedule, subject to the terms and conditions of Article 6, and (b) the absence of an Event of Default which is continuing by Spirit under the PureSolution FMP.

---

3.1

#### Introductory Assistance Credit

3.1.1 To assist Spirit with the introduction of the Firm Aircraft into Spirit's fleet, Pratt & Whitney will provide Spirit with a Fleet Introductory Assistance Credit per Firm Aircraft based on the Engine/Firm Aircraft model purchased, as follows:

ENGINE/AIRCRAFT MODEL	FLEET INTRODUCTORY ASSISTANCE CREDITS		ESCALATION
	CREDIT AMOUNT (JAN-12\$)	[***]	
PW1124G-JM powered A319 Firm Aircraft		[***]	Escalated
PW1127G-JM powered A320 Firm Aircraft		[***]	Escalated
PW1133G-JM powered A321 Firm Aircraft		[***]	Escalated

3.1.2 The Fleet Introductory Assistance Credits are expressed in January 2012 delivery conditions and will escalate (and be subject to escalation protection) in accordance with the provisions of Article 5.

3.1.3 The Fleet Introductory Assistance Credits shall be issued directly to Airbus, to be applied toward Spirit's payment for the corresponding Firm Aircraft.

3.2

#### Firm Spare Engine Credits

3.2.1 To assist Spirit with spare Engine provisioning, Pratt & Whitney will provide Spirit with a Spare Engine Credit per Firm Spare Engine based on the Engine Model purchased, as follows:

---

---

<b>ENGINE MODEL</b>	<b>SPARE ENGINE CREDIT SPARE ENGINE CREDIT (JAN-12\$)</b>	<b>ESCALATION</b>
PW1124G-JM Spare Engine	[***]	Escalated
PW1127G-JM Spare Engine	[***]	Escalated
PW1133G-JM Spare Engine	[***]	Escalated
Each Firm Spare Engine final invoice	[***]	Escalated

3.2.2 The Spare Engine Credits are expressed in January 2012 delivery conditions and will escalate (and be subject to escalation protection) in accordance with the provisions of Article 5.

3.2.3 The applicable Spare Engine Credit will be applied to each Firm Spare Engine's final invoice.

### 3.3

#### Spare Parts and Tooling Credit

To assist Spirit with initial spare Parts provisioning, Pratt & Whitney will credit Spirit's account with Pratt & Whitney in the fixed amount of [\*\*\*] upon delivery of the first Firm Aircraft to Spirit (the "Spare Parts and Tooling Credit"). The Spare Parts and Tooling Credit is expressed in January 2012 United States Dollars and is subject to escalation (and escalation protection) in accordance with the provisions of Article 5. The Spare Parts and Tooling Credit may be used by Spirit to purchase PW1100G-JM spare Parts and tooling from Pratt & Whitney.

### 3.4

#### Training Assistance

Pratt & Whitney shall provide Spirit with training credits equivalent to [\*\*\*] student training days, which will be made available for use by Spirit [\*\*\*] days prior to induction of the first Firm Aircraft. In addition, Pratt & Whitney agrees to provide an additional [\*\*\*] student training days per Firm Aircraft delivered to Spirit. Training credits will apply only to services offered by the Pratt & Whitney Customer Training Center, and are not convertible to cash or transferrable.

---

## 4.

### FIRM SPARE ENGINES

#### 4.1 Spare Engine Price

The following table provides the Unit Base Price per Firm Spare Engine. The Unit Base Price per Firm Spare Engine is expressed in United States Dollars in January 2012 delivery conditions, and is subject to escalation (and escalation protection) in accordance with the provisions of Article 5 below.

---

FIRM SPARE ENGINE MODEL	UNIT BASE PRICE PER PW1100G-JM SPARE ENGINE JANUARY 2012 UNITED STATES DOLLARS
PW1124G-JM	[***]
PW1127G-JM	[***]
PW1133G-JM	[***]

#### 4.2 Spare Engine Payment Terms

[\*\*\*]

#### 4.3 Delivery and Acceptance of Firm Spare Engines

4.3.1 For each Firm Spare Engine purchased, Pratt & Whitney will arrange and pay for one-way transportation, and bear risk of loss during such transportation, from Pratt & Whitney's facility to Spirit's designated main base. For each Firm Spare Engine purchased under this Agreement, Spirit will purchase a P&W Shipping Stand or provide an Equivalent Shipping Stand, and will make each such shipping stand available at Pratt & Whitney's designated facility at least [\*\*\*] prior to each scheduled Firm Spare Engine delivery.

4.3.2 Pratt & Whitney shall ensure that each Firm Spare Engine delivered to Spirit is new and conforms to the applicable Engine Specification through the maintenance of procedures, systems and records approved by the Airworthiness Authority. An FAA-issued "Authorized Release Certificate" (FAA Form 8130-3, Airworthiness Approval Tag) or "Certificate of Conformity" (as the case may be) will be issued and signed by personnel authorized for such purposes. [\*\*\*]

4.3.3 Subject only to the provisions of Section 4.3.2, upon Spirit's payment in full for the Firm Spare Engine as described in Section 4.2 above and the issue of an "Authorized Release Certificate" (FAA Form 8130-3, Airworthiness Approval Tag) or a Certificate of Conformity (as the case may be), Spirit shall be deemed to (i) have accepted the Firm Spare Engine (and Engine storage bag and transportation stand, if purchased

from Pratt & Whitney), and that the Spare Engine (ii) agreed that the Firm Spare Engine conforms to the applicable Engine Specification. [\*\*\*]

#### 5. ESCALATION

5.1 The Fleet Introductory Assistance Credits, Spare Engine Credits, Spare Engine Unit Base Prices, and Spare Parts and Tooling Credits are subject to escalation in accordance with the Engine Escalation Formula, and in each case, subject to the escalation protection described in Section 5.3. Credits shall be escalated from the Base Month and Year specified in this Agreement to the earlier of (a) the applicable scheduled delivery date indicated in the Delivery Schedule or (b) the actual delivery date of the corresponding Firm Aircraft or Firm Spare Engine.

- 5.2 [\*\*\*]
- 5.3 [\*\*\*]
- 5.4 With respect to installed Engines, Pratt & Whitney will, as of the respective dates of delivery of each of the Firm Aircraft delivered to Spirit, calculate the difference (if any) between: (i) the corresponding Deemed Shipset Price (as defined below) escalated in accordance with the Engine Escalation Formula, and (ii) the corresponding Deemed Shipset Price as capped in accordance with Section 5.3. Pratt & Whitney will adjust the aggregate amount of the credits due and payable to Spirit for each such Firm Aircraft by such difference. For purposes of administering this provision, the "Deemed Shipset Price" shall be as follows.

ENGINE MODEL	DEEMED SHIPSET PRICE PW1100G-JM DEEMED SHIPSET PRICE JANUARY 2012 UNITED STATES DOLLARS
PW1124G-JM	[***]
PW1127G-JM	[***]
PW1133G-JM	[***]

5.5 Credit and Engine Pricing Conditions

5.5.1 Except as otherwise provided in this Agreement, credits provided under Article 3 may only be used for the purchase of goods and/or services from Pratt & Whitney.

5.5.2 Pratt & Whitney agrees that the credits provided to Spirit shall not expire provided that: (i) this Agreement remains in full force and effect, (ii) the credits have not been

applied to overdue amounts arising under this Agreement under rights of set off and (iii) Spirit continues to operate at least one (1) Firm Aircraft under which the applicable credit was provided.

5.5.3 The credits described in Article 3 will be issued in accordance with the applicable provisions of Article 3, provided that Spirit's account with Pratt & Whitney is then current in accordance with the terms hereof. [\*\*\*]

5.5.4 Spirit will ensure compliance with any and all requirements (including but not limited to reporting and approval requirements) of any applicable currency control or other applicable law, rule, or regulation relating to any credits issued under this Agreement.

5.5.5 [\*\*\*]

5.5.6

[\*\*\*]

6. [\*\*\*]

7. [\*\*\*]

8. [\*\*\*]

9. **PURESOLUTION<sup>SM</sup> FMP**

9.1 PureSolution<sup>SM</sup> Fleet Management Program

Spirit agrees that it will obtain all off-wing Engine maintenance services on the Engines installed on Firm Aircraft and the Firm Spare Engines exclusively from the Pratt & Whitney Network pursuant to the PureSolution Fleet Management Program attached as Appendix 5 to this Agreement.

**10. GUARANTEE PLANS AND TECHNICAL SUPPORT**

10.1 Guarantee Plans

Pratt & Whitney will provide Spirit with the Guarantee Plans set forth in Appendix 8 through Appendix 20, inclusive (the "Guarantee Plans"). The Guarantee Plans are subject to the terms and conditions set forth in the Guarantee Plan Definitions and Conditions attached as Appendix 8. Eligibility under the Guarantee Plans is conditioned upon all Engines installed on the Firm Aircraft and all of the Firm Spare Engines being:

10.1.1 maintained exclusively in the Pratt & Whitney Network under the PureSolution FMP [\*\*\*]; or

---

10.1.2 [\*\*\*].

10.2 PurePower PW1100G-JM Engine Product Support Plan

Pratt & Whitney will provide Spirit the benefits of the Product Support Plan for First-Generation Owners/Operators Acquiring New Pratt & Whitney PurePower PW1100G-JM Engines, attached as Appendix 6.

10.3 [\*\*\*]

10.4 On-Site Pratt & Whitney Field Representative

---

10.4.1 Pratt & Whitney field representatives are fully trained on all facets of Engine line maintenance and are stationed around the world to assist operators with the introduction of the Engine into their fleets. Pratt & Whitney will assign a field representative in Spirit's area of operation to assist Spirit in preparing for Engine operation.

10.4.2 The Pratt & Whitney field representative will provide the following services to Airline:

- a. 24 Hour Support;
- b. Maintenance Action Recommendations;
- c. Daily Reporting on Engine Technical Situations;
- d. Service Policy Preparation Assistance; and
- e. Prompt Communication with Pratt & Whitney

10.4.3 [\*\*\*]

10.5 [\*\*\*]

10.6 Warranties and Service Policies for the PW1100G-JM Engine

10.6.1 Pratt & Whitney will provide Spirit the benefits of the Warranties and Service Policies for the PW1100G-JM Engine attached as Appendix 7 [\*\*\*].

10.7 [\*\*\*]

---

10.8 [\*\*\*]

## **11. CERTIFICATION**

Pratt & Whitney's obligations under this Agreement, including Pratt & Whitney's obligation to make PurePower PW1100G-JM Engines available for Firm Aircraft delivery in accordance with the Delivery Schedule, are contingent upon certification of the applicable model of PW1100G-JM engine-powered A320NEO aircraft by Airbus at least [\*\*\*] prior to delivery of the first Firm Aircraft.

---

## **12. TERMS AND CONDITIONS**

12.1

Terms and Conditions

12.1.1

The Terms and Conditions attached hereto as Appendix 21 govern all transactions under this Agreement

12.1.2

In the event of a conflict between a provision set forth in the main body of this Agreement and a provision set forth in an appendix or attachment to this Agreement, or if a provision in the main body of this Agreement modifies a provision set forth in an appendix or attachment to this Agreement, the provision set forth in the main body of this Agreement shall govern over the provision set forth in the appendix or attachment to this Agreement.

12.2

Incorporation of Appendices

All appendices and attachments attached hereto and referred to in this Agreement form an integral part of this Agreement and are hereby incorporated and made a part of this Agreement for all purposes.

12.3

For as long as Spirit owns and/or operates one or more Firm Aircraft in regular commercial service and is not in material breach of any of its obligations to Pratt & Whitney under this Agreement, Pratt & Whitney or its affiliate will provide adequate supplies of spare Parts available for sale to support Spirit's commercial operation of the Engines. In consideration thereof, Pratt & Whitney or its affiliate will sell to Spirit and, except as hereinafter provided, Spirit will buy from Pratt & Whitney or its affiliate, for the period of operation of the Firm Aircraft in Spirit's fleet, Spirit's requirements of all new spare Parts manufactured pursuant to the detailed design and order of Pratt & Whitney where Pratt & Whitney or its affiliate is the only source from which Spirit can purchase such new spare Parts. Spirit agrees that all Parts displaced from an Engine as a result of incorporation of a Part purchased from Pratt & Whitney shall be returned to Pratt & Whitney or a Pratt & Whitney designated vendor for repair or scrap as determined by Pratt & Whitney."

12.4

Spirit agrees to display Pratt & Whitney's logo on the nacelle for all Firm Aircraft. Pratt & Whitney shall be responsible for properly installing the logos at its own cost for any nacelles that Pratt & Whitney chooses to have display such logo(s).  
The size and

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placement of such logos on any nacelles shall be subject to Spirit's approval to ensure that the Pratt & Whitney logo does not interfere with Spirit's logo.

## **13. NOTICES**

The parties agree that all demands, notices, and other communications under this Agreement must be in writing and will be deemed to be duly given when personally delivered or when deposited in the United

---

States mail, confirmation of receipt requested, first-class postage prepaid or sent by facsimile with confirmation, addressed as follows:  
To Seller: United Technologies Corporation  
Pratt & Whitney Division  
400 Main Street, Mail Stop 132-21  
East Hartford, Connecticut 06108

Phone: (860) 565-5852  
E-mail: gppwlegalcmonotices@pw.utc.com  
Attention: Associate Counsel and Director  
Contracts Management (Commercial)

Pratt & Whitney  
400 Main Street, Mail Stop 132-46  
East Hartford, Connecticut 06108

Telephone: (860) 557-4737

E-Fax: (860) 755-7058

## Attention: Director, Service Programs

To Buyer: Spirit Airlines, Inc.

2800 Executive Way

Miramar

Fort Lauderdale, Florida

Telephone: 954-447-8044

Faxsimile: 954-447-7854

Attention: Charlie Rue

Attention: Charlie Rue

## VP Supply Chain

or at such other address as may hereafter be furnished in writing by either Party to the other.

14.

[\*\*\*]

**15. ENTIRE AGREEMENT**

This Agreement, including its appendices and attachments, and the MFN Agreement, dated as of October 1, 2013 and provided under separate cover, contains the entire understanding between the parties with respect to the subject matter hereof and supersedes in their entirety all prior or contemporaneous oral or written communications, agreements or understandings between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which will be considered an original but all of which together constitute one and the same instrument.

## **16. PARTICIPATION OF PARTIES**

The parties hereto acknowledge that this Agreement and all matters contemplated herein have been negotiated among the parties and that the parties have, from the commencement of negotiations to the execution hereof, participated in the drafting and preparation of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date entered above and deem that it is executed in the State of Connecticut. The parties agree that facsimile signatures will be deemed to be of the same force and effect as an original executed document. If executed by facsimile, the parties agree to provide original signature pages upon request.

SPIRIT AIRLINES, INC.

By /s/ Charles A. Rue

Name Charles A. Rue

Title VP Supply Chain

UNITED TECHNOLOGIES CORPORATION,  
Pratt & Whitney Division

By /s/ Rick Deurloo

Name Rick Deurloo

Title SVP Sales

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#### Appendix 1

#### **PUREPOWER® PW1100G-JM ENGINE PURCHASE SUPPORT AGREEMENT AND ENGINE FLEET MANAGEMENT PROGRAM AGREEMENT DEFINITIONS**

For all purposes of this Agreement, the following capitalized terms have the meanings set forth below:

"Accepted Technical Data" means OEM data, recommendations, or information that has been provided by Pratt & Whitney that is not "Approved Technical Data" (as defined herein). This includes but is not limited to all operator wires, special instructions, illustrated parts catalogs, and CACTUS wires.

"AD" means an Aviation Authority-issued Engine airworthiness directive.

"Additional Equipment" is any item in the Engine Specification identified under the Additional Equipment section which is categorized as either Engine Build Up (EBU 1), which is provided by Pratt & Whitney with a Spare Engine, or Engine Build Up (EBU 2), which is provided separately by Airbus or its supplier.

"Airbus" means Airbus S.A.S.

"AOG Event" or "Aircraft-on-Ground Event" is a situation in which a Firm Aircraft is unavailable for operational service solely because a FMP Eligible Engine installed on such Firm Aircraft is unserviceable and/or incapable of continued operation after Spirit has performed reasonable on-wing Engine corrective action and no replacement engine is available. An AOG Event will terminate upon correction of the condition that renders the Firm Aircraft unserviceable or at the time a replacement engine becomes available for operational service, whichever first occurs.

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"Approved Technical Data" is technical data that has been approved by the Aviation Authority or by an Aviation Authority DER.

"Aviation Authority" means the FAA or any other authorities, government departments, committees, or agencies which (a) under the laws of the State of Registration of the relevant Firm Aircraft, may from time to time, have control or supervision of civil aviation in that state; or (b) have jurisdiction over the registration, airworthiness or operation of, or other matters relating to a Firm Aircraft as long as it is substantially similar to the FAA requirements.

"BFE" means "Buyer Furnished Equipment" means the aircraft manufacturer-supplied or buyer furnished engine-mounted accessories (typically including such items as integrated drive generator, quick accessory disconnect adapter, hydraulic pumps, shut-off valve, and pressure regulating valve).

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"Build Group" means a portion of a FMP Eligible Engine that can be a non-serialized major assembly, as designated by the Air Transport Association.

"CEMP" or "Customized Engine Maintenance Program" means the program for engine maintenance established by Pratt & Whitney for Spirit, and agreed to with Spirit, in accordance with Section 5.1 of the PureSolution FMP.

"CMM" means Component Maintenance Manual.

"Commencement Date" means the date on which Spirit accepts delivery of its first PW1100G-JM Engine-powered Firm Aircraft in accordance with Appendix 2.

"Delivery Schedule" means the delivery schedule attached as Appendix 2.

"DER" means Designated Engineering Representative.

"Economically Repairable" shall generally mean that the cost of the repair, exclusive of modification and transportation costs, will be equal to or less than [\*\*\*] of the Pratt & Whitney commercial price of the relevant Part at the time the repair is considered, or shall be otherwise reasonably determined by Pratt & Whitney after consultation with Spirit.

"EIS" means the entry into service of a Firm Aircraft.

"Eligible Shop Visit" has the meaning set forth in Section 4.1 of the FMP Agreement.

"Engine" means a Pratt & Whitney PurePower® PW1100G-JM engine, described as Standard Equipment in the Engine Specification, attached as Appendix 3, sold by Pratt & Whitney for commercial aviation use, whether installed as new equipment on the aircraft by Airbus or delivered directly to Spirit from Pratt & Whitney for use as a spare Engine.

"Engine Build Up" or "EBU" refers to either the EBU 1 or EBU 2, as applicable, as each is described in the Additional Equipment section of the Engine Specification.

"Engine Escalation Formula" means the PW1100G-JM Engine Price Escalation Formula for PW1100G-JM Engines attached to this Agreement as Appendix 4.

"Engine Purchase Support Agreement" means the Agreement to which this FMP is appended.

"Engine Shipset" means two (2) new Engines delivered by Pratt & Whitney to Airbus for installation on a Firm Aircraft.

"Engine Specification" means the Engine specification attached as Appendix 3, which is subject to revision prior to Engine delivery.

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"Engine Warranty and Service Policy" or "Service Policy" means the Warranties and Service Policies for the PW1100G-JM Engine attached as Appendix 7.

"Equivalent Shipping Stand" means, in the event Spirit elects not to purchase a P&W Shipping Stand, an operable shipping stand supplied by Spirit to Pratt & Whitney, suitable for road shipment of spare PW1100G-JM engines.

"Ex works" has the meaning set forth in Incoterms 2010, as promulgated by the International Chamber of Commerce.

"Excess Work" shall mean services provided outside of the coverage described in Section 4.3 of the FMP.

"External Equipment" means [\*\*\*].

"Extreme Environmental Conditions" means [\*\*\*].

"FAA" means the Federal Aviation Administration of the United States of America or any successor agency thereto.

"Failure" shall mean [\*\*\*].

"Firm Aircraft", individually, means any of the fifty (50) new firm-ordered PW1100G-JM engine-powered A320neo family aircraft identified in the Delivery Schedule as "Firm Aircraft" to be delivered to Spirit in accordance with the Delivery Schedule, and collectively, all fifty (50) of such aircraft.

"Firm Spare Engine" means any of the nine (9) new firm-ordered spare PW1100G engines identified in the Delivery Schedule as "Firm Spare Engines" to be delivered to Spirit in accordance with the Delivery Schedule.

"FMP Agreement" means the PW1100G-JM Engine Fleet Management Program Agreement set forth in Appendix 5.

"FMP Eligible Engines" has the meaning set forth in Article 1 of Appendix 5.

"FOD" means [\*\*\*].

"Full Interval Shop Visit" means [\*\*\*].

"Guarantee Plans" has the meaning set forth in Section 10.1 of this Agreement.

"Introductory Assistance Credit" means the credit provided by Pratt & Whitney to Spirit as described in Section 3.1 of this Agreement.

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"LLPs" or "Life Limited Parts" means those rotating Parts which have Parts Life Limit. For purposes of this Agreement, LLPs do not include static, non-rotating LLPs.

"Leased Aircraft" means any of the five (5) NEO aircraft powered by new PW1100G-JM Engines leased by Spirit from the delivery dates specified in the Leased Aircraft Delivery Schedule.

"Leased Aircraft Delivery Schedule" means the delivery schedule, set forth in Attachment 1 to the FMP, for the Leased Aircraft.

"Missing Part" means [\*\*\*].

"Optional Equipment" means any item in the Engine Specification identified under the Optional Equipment section.

"P&W Shipping Stand" means a new shipping stand purchased from Pratt & Whitney by Spirit, suitable for road shipment of spare PW1100G-JM engines.

"PAH" or "Production Approval Holder" means an entity holding a production certificate issued under the authority of the FAA.

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"Parts" means [\*\*\*].

"Parts Life Limit" means the maximum allowable total parts time or total parts cycles for specific Parts, including re-operation if applicable, as established by Pratt & Whitney and the applicable Airworthiness Authority. Parts Life Limits are published in the Airworthiness Limitations section of the applicable Instructions for Continued Airworthiness.

"Period of Cover" has the meaning set forth in Article 2 of the PureSolution FMP.

"PMA" or "Parts Manufacturer Approval" means the authority granted by the FAA to manufacture parts for installation in type-certificated products.

"Pratt & Whitney Network" means Pratt & Whitney's designated network of maintenance, repair, and/or overhaul facilities.

"Product Support Plan" means the Product Support Plan for First-Generation Owners/Operators Acquiring New Pratt & Whitney PurePower® PW1100G-JM Engines, attached as Appendix 6.

"PureSolution Escalation Formula" is the escalation formula used to escalate the PureSolution Rate as set forth in Attachment 3 to Appendix 5.

"PureSolution FMP" means the FMP Agreement set forth in Appendix 5.

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"PWEL" means Pratt & Whitney Engine Leasing, LLC, a Pratt & Whitney affiliate, which provides spare engine lease support.

"SB" means a Pratt & Whitney-issued Engine service bulletin.

"Scrapped" means those parts determined by Pratt & Whitney to be unserviceable and not Economically Repairable. Spirit shall cause such parts to be mutilated or disposed of in such a manner as to preclude any possible further use as an Engine part.

"Shop Visit" means a PureSolution Engine has been removed and inducted into a Pratt & Whitney facility within the Pratt & Whitney Network and the separation of major mating engine flanges or the removal of a disk, hub, or spool is performed on such PureSolution Engine.

"Spare Engine" means a spare Pratt & Whitney PurePower® PW1100G-JM engine, defined as Standard Equipment in the Engine Specification), and the applicable Additional Equipment supplied by Pratt & Whitney, as described under Additional Equipment section of the Engine Specification.

"Spare Engine Credit" means the credit provided by Pratt & Whitney to Spirit as described in Section 3.2 of this Agreement.

"Spare Engine Ratio" means the ratio of the total quantity of Spare Engines to the total quantity of installed Engines on the Firm Aircraft and Leased Aircraft.

"Specific Conditions" means the specific conditions set forth in Attachment 1 of Appendix 5, which apply to the Guarantee Plans and the PureSolution Rates.

"Spare Parts and Tooling Credit" means the credit provided by Pratt & Whitney to Spirit as described in Section 3.3 of this Agreement.

"Standard Equipment" means any item identified under the Standard Equipment section in the Engine Specification, Appendix 3.

"State of Registration" means the country in which the Firm Aircraft are registered.

"T&M Rates and Charges" are those rates and charges contained in Attachment 4, Attachment 5, and Attachment 6 for any maintenance service that is Excess Work or not otherwise covered under the

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PureSolution Rate, and unless otherwise stated, calculated as of the date of the invoice applicable to the Excess Work.

"TCH" or "Type Certificate Holder" means an entity holding a type certificate issued under the authority of the FAA.

"Term" means the "Period of Cover" of the PureSolution Fleet Management Program as set forth in Article 2 of Appendix 5.

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"Terms and Conditions" means the United Technologies Corporation Standard Terms and Conditions of Sale of Goods and Services, attached hereto as Appendix 21, which govern all transactions under this Agreement.

"Training Assistance Credit" represents, collectively, the credits provided by Pratt & Whitney to Spirit as described in Section 3.4 of this Agreement.

"Unit Base Price" means the respective Pratt & Whitney unit base price set forth in Article 4, expressed in United States Dollars for a January 2012 delivery.

"United States Prime Rate" means the base rate on corporate loans posted by at least seventy-five percent (75%) of the nation's thirty (30) largest banks then in effect and listed in the eastern print edition of The Wall Street Journal.

"UTF" means UT Finance Corporation, a wholly-owned subsidiary of United Technologies Corporation and an affiliate of Pratt & Whitney.

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## **Appendix 2**

### **PUREPOWER® PW1100G-JM ENGINE PURCHASE SUPPORT AGREEMENT AIRCRAFT AND SPARE ENGINE DELIVERY SCHEDULE**

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SPIRIT FIRM AIRCRAFT

## SPIRIT PW1100G-JM SPARE ENGINES

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**Appendix 3**  
**PUREPOWER® PW1100G-JM ENGINE PURCHASE SUPPORT AGREEMENT**  
**PW1100G-JM ENGINE SPECIFICATION**  
[\*\*\*]

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**Appendix 4**  
**PUREPOWER® PW1100G-JM ENGINE PURCHASE SUPPORT AGREEMENT**  
**PW1100G-JM ENGINE PRICE ESCALATION FORMULA**

[\*\*\*]

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**Appendix 5**  
**PUREPOWER® PW1100G-JM ENGINE \*TYPE OF AGREEMENT\* AGREEMENT**  
**PURESOLUTION™ FLEET MANAGEMENT PROGRAM**  
[\*\*\*]

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**Appendix 6**  
**PUREPOWER® PW1100G-JM ENGINE PURCHASE AND SUPPORT AGREEMENT**  
**PW1100G-JM ENGINE PRODUCT SUPPORT PLAN**

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[\*\*\*]

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**Appendix 7**

**PUREPOWER® PW1100G-JM ENGINE PURCHASE AND SUPPORT AGREEMENT  
WARRANTIES AND SERVICE POLICIES FOR THE PW1100G-JM ENGINE**

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**Appendix 8**

**PUREPOWER® PW1100G-JM ENGINE PURCHASE AND SUPPORT AGREEMENT  
GUARANTEE PLAN DEFINITIONS AND CONDITIONS**

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**Appendix 9**

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**Appendix 10**

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**Appendix 11**

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**Appendix 12**

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**Appendix 13**

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**Appendix 14**

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**Appendix 15**

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**Appendix 16**

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**Appendix 17**

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**Appendix 18**

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**Appendix 19**

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**Appendix 20**

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**Appendix 21**

**PUREPOWER® PW1100G-JM ENGINE PURCHASE AND SUPPORT AGREEMENT**  
**TERMS AND CONDITIONS OF SALE OF GOODS AND SERVICES**

[\*\*\*]

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THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

## NAVITAIRE HOSTED SERVICES AGREEMENT

This Hosted Services Agreement (the "Agreement") is made between NAVITAIRE Inc., a Delaware corporation ("NAVITAIRE"), and Spirit Airlines, Inc., a Delaware corporation ("Customer"), and shall be effective as of February 28, 2007 ("Effective Date").

### **Recitals**

- A. NAVITAIRE is an airline technology services company, which provides various services such as hosted reservation and revenue management services to airline companies worldwide.
- B. The parties desire that NAVITAIRE provide to Customer Hosted Services (as defined in Section 1), and Customer desires to purchase such Hosted Services on the terms contained in this Agreement.

NOW, THEREFORE, the parties agree as follows:

### **1 Definitions**

As used herein, the following terms shall have the meanings accorded them in this Section 1. In the event of any conflict between a definition set forth in the Section 1 and in any one contained in an Exhibit to this Agreement, the definition contained within such Exhibit shall control.

- 1.1 API(s)** means Application Program Interface(s).
  - 1.2 Confidential Information** has the meaning set forth in Section 9.1 hereof.
  - 1.3 Configurable Template** means any of the templates comprising from time to time a part of the Hosted Services System and designed to permit Customer to configure the presentation and interfaces of the Hosted Reservation Services through the use of APIs and limited source code made available by NAVITAIRE as a part of Hosted Reservations Services for such purpose.
  - 1.4 Customer Authorized Support Contact(s)** has the meaning set forth in Exhibit D, Section 5.
  - 1.5 Enhancement Request** metes a request by Customer to modify Hosted Services System used by NAVITAIRE to provide the Hosted Services.
  - 1.6 Customer Account Liaison** has the meaning set forth in Exhibit D, Section 2.
  - 1.7 Emergency** has the meaning set forth Sections 5.4.1 of Exhibits A, B, F, G, H and J.
  - 1.8 Enhancement** has the meaning set forth in Exhibit A, Section 9.4.2, Exhibit F, Section 9.4.2, Exhibit G, Section 10.2.2, Exhibit H, Section 10.2.2, and Exhibit J, Section 10.2.2.
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- 1.9      **Hosted Operations Management Services** means the services described in Exhibit H; provided that if Hosted Operations Management Services are not designated as being contracted for in Exhibit H, Section 2 shall be blank or not appended and this Agreement shall not cover such type of services.
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- 1.10     **Hosted Operations Recovery Services** means the services described in Exhibit J; provided that if Hosted Operations Recovery Services are not designated as being contracted for in Exhibit J, Section 2 shall be blank or not appended and this Agreement shall not cover such type of services.
- 1.11     **Hosted Reservation Services** means the services described in Exhibit A; provided that if Hosted Reservation Services are not designated as being contracted for in Exhibit A, Section 2 shall be blank or not appended and this Agreement shall not cover such type of services.
- 1.12     **Hosted Revenue Accounting Services** means the services described in Exhibit G; provided that if Hosted Revenue Accounting Services are not designated as being contracted for in Exhibit G, Section 2 shall be blank or not appended and this Agreement shall not cover such type of services.
- 1.13     **Hosted Revenue Management Services** means the services described in Exhibit B; provided that if Hosted Revenue Management Services are not designated as being contracted for in Exhibit B, Section 2 shall be blank or not appended and this Agreement shall not cover such type of services.
- 1.14     **Hosted Services or Services** means Hosted Reservation Services and/or Hosted Revenue Management Services and/or Hosted Web Services and/or Hosted Revenue Accounting Services, and/or Hosted Operations Management Services, and/or Hosted Operations Recovery Services, as designated in Section 2 of this Agreement.
- 1.15     **Hosted Services System** means at any time, with respect to Hosted Reservation Services, the hardware and software then or theretofore used from time to time by NAVITAIRES to provide such Services (including the Configurable Templates and any associated APIs or source code), and means with respect to Hosted Revenue Management Services, the hardware and software then or theretofore used by NAVITAIRES to provide such Services, and means with respect to Hosted Web Services, the hardware and software then or theretofore used by NAVITAIRES to provide such Services, means with respect to Hosted Revenue Accounting Services, the hardware and software then or theretofore used by NAVITAIRES to provide such Services, means with respect to Hosted Operations Management Services, the hardware and software then or theretofore used by NAVITAIRES to provide such Services, and means with respect to Hosted Operations Recovery Services, the hardware and software then or theretofore used by NAVITAIRES to provide such Services as well as in each case any user or other documentation associated therewith.
- 1.16     **Hosted Web Services** means the services described in Exhibit F; provided that if Hosted Web Services are not designated as being contracted for in Exhibit F, Section 2 shall be blank or not appended and this Agreement shall not cover such type of services.

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- 1.17     **Implementation Services** has the meaning set forth in Sections 3 of Exhibit A, B, F, G, H and J.
- 1.18     **Included Support** has the meaning set forth in Sections 5 of Exhibit A, B, F, G, H and J.

- 1.19**      **Initial Term** has the meaning set forth in Section 5.1 hereof.
- 1.20**      **Interrupted Service** has the meaning set forth in Exhibit A, Section 9.2.1, Exhibit B, Section 5.4.1, Exhibit F, Section, 9.2.1, Exhibit G, Section 5.4.1, Exhibit H, Section 5.4.1 and Exhibit J, Section 5.4.1.
- 1.21**      **Major Release** has the meaning set forth in Exhibit A, Section 9.4.5.
- 1.22**      **Mark** has the meaning set forth in Section 4.10 hereof and Exhibit E.
- 1.23**      **Material Change** has the meaning set forth in Section 6.4.3 hereof.
- 1.24**      **NAVITAIRE Property** has the meaning set forth in Section 7.2 hereof.
- 1.25**      **PNR** means a Passenger Name Record, being an individual electronic record with a unique record locator number, which may contain one or more passenger names and booked Segments.
- 1.26**      **Support Centre Support** has the meaning set forth in Sections 5 of Exhibits A, B, F, G, H and J.
- 1.27**      **Segment or Host Segment** means a nonstop individual booked flight segment or passive/informational segment.
- 1.28**      **Service Fees** means the fees payable by Customer as specified in Exhibit A, Section 8, Exhibit B, Section 9, Exhibit F, Section 10, Exhibit G, Section 9, Exhibit H, Section 9 and Exhibit J, Section 9.
- 1.29**      **Service Levels** means targets included in Sections 9.2.1 of Exhibit A and F.
- 1.30**      **Support Fees** means fees payable by Customer for applicable NAVITAIRE Support Centre Support as specified in Exhibits A, B, F, G, H and J.
- 1.31**      **Target Date** means the completion date for implementation Services for each of the defined Hosted Services as outlined in Section 3 of Exhibits A, B, F, G, H and J, unless the Target Date has been changed as outlined in Exhibit A, Section 8.7, Exhibit B, Section 9.6, Exhibit F, Section 10.6, Exhibit G, Section 9.6, Exhibit H, Section 9.6 and Exhibit J, Section 9.6. In the event that Customer utilizes the Hosted Services for live production use before the Target Date, the Target Date will be deemed to be the first date of production use of such Hosted Services. The specific Target Date for each of the Services is located in Exhibit A, Section 3.9.1, Exhibit B, Section 3.9.1, Exhibit F, Section 3.7.1, Exhibit G, Section 3.9.1, Exhibit H, Section 3.9.1 and Exhibit J, Section 3.9.1.

## **2 Scope of Services**

For purposes of this Agreement, Hosted Services include (as designated) the following:

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- Hosted Reservation Services (or certain types thereof), as designated in and the provision of which is governed by Exhibit A hereto; and/or
- NA Hosted Revenue Management Services, as designated in and the provision of which is governed by Exhibit B hereto; and/or
- NA Hosted Web Services, as designated in and the provision of which is governed by Exhibit F hereto; and/or
- Hosted Revenue Accounting Services, as designated in and the provision of which is governed by Exhibit G hereto; and/or
- NA Hosted Operations Management Services, as designated in and the provision of which is governed by Exhibit H hereto; and/or
- NA Hosted Operations Recovery Services, as designated in and the provision of which is governed by Exhibit J hereto.

### 3 NAVITAIRE Obligations

- 3.1** NAVITAIRE shall perform the Hosted Services in accordance with this Agreement. NAVITAIRE may utilize subcontractors to perform its obligations under this Agreement provided, however, that (a) any such subcontracting to be performed on Customer's premises will be subject to Customer's prior written consent, not to be unreasonably withheld, (b) any such subcontracting will not relieve NAVITAIRE of any liability hereunder, and (c) any such subcontractors will be subject to a duty of confidentiality for which (i) Customer is an intended third party beneficiary, and (ii) is sufficient such that such subcontracting allows NAVITAIRE's performance hereunder to remain in compliance with applicable privacy laws.
- 3.2** On a rolling three (3) year basis, as measured from the time each record is created, NAVITAIRE will keep complete and accurate books, records and documents from which may be determined the basis for billing Customer and for compliance with this Agreement. Such books will be maintained in a fashion acceptable under Generally Accepted Accounting Practices. Such books, records, and accounts will be open for inspection, examination, audit and copying by the Customer or the Customer's auditors. Client and its auditors will use commercially reasonable efforts to conduct such audits in a manner that will result in a minimum of inconvenience and disruption to NAVITAIRE's business operations. Audits may be conducted only during normal business hours and no more frequently than annually unless material issues are discovered. Customer and its auditors will not be entitled to audit: (i) data or information of other customers of NAVITAIRE; (ii) any NAVITAIRE proprietary data including cost information unless such is the basis of a reimbursable or pass-through expense; or (iii) any other Confidential Information of NAVITAIRE that is not directly relevant for the purposes of the audit. Customer will provide NAVITAIRE with reasonable prior written notice of an audit. NAVITAIRE will use commercially reasonable efforts to cooperate in the audit, will make available on a timely basis the information reasonably required to conduct the audit and will assist the designated employees of customers or its auditors as reasonably necessary. Any

request for additional assistance will constitute a new service request. All information learned or exchanged in connection with the conduct of an audit, as well as the results of any audit, constitutes Confidential Information of Customer and NAVITAIRE and will be subject to Section 99 below. Customer will not use any competitors or NAVITAIRE to conduct such audit. Upon the request of Customer, NAVITAIRE will promptly identify any such competitors. The auditors and other representatives of Customer will execute and deliver such confidentiality and non-disclosure agreements (naming NAVITAIRE as a third party beneficiary of such confidentiality obligations) and comply with such security and confidentiality requirements as NAVITAIRE may reasonably request in connection with such audits. All audits will be conducted at Customer's expenses.

- 3.3** In the performance of this Agreement, NAVITAIRE will comply with statutes, regulations, ordinances, and orders of the Federal Government and other a jurisdictions applicable to NAVITAIRE as a provider of Hosted Services in respect to non-discrimination in employment and facilities including, without limitation, the provisions contained in Executive Order 11246, as amended and as it may be further amended in the future, titled "Equal Employment Opportunity" and in 41 C.F.R. §§ 60-1.4(a), 60-250.4 and 60-741.5(a) which are incorporated herein by reference. NAVITAIRE further agrees that it will complete and return such forms and respond to such inquiries as the Customer may provide or ask, at Customer's expense, in connection or related to NAVITAIRE's being or use of small, HUBZone, small disadvantaged, and women-owned small businesses for the services under this Agreement and otherwise.

#### 4 Customer Obligations

- 4.1** **General Obligations.** Customer shall comply with the obligations set forth herein including, but not limited to, those set forth in Exhibits A, B, F, G, H and J.
- 4.2** **Access and Cooperation.** Customer will provide NAVITAIRE with access to and use of its data, internal resources, and facilities, and shall otherwise cooperate with NAVITAIRE as reasonably required by NAVITAIRE, in connection with the implementation and provision of Hosted Services. NAVITAIRE will reasonably coordinate such requirements with Customer.
- 4.3** **Notice of Increased Usage and Hosted Services Processing Capacity.** NAVITAIRE'S Hosted Services capacity available to Customer is based on a calculation of three (3) times the volume of Passengers Boarded listed as Monthly Minimum Passengers Boarded Guarantees, as defined in Exhibit A, Section 8.1 that result divided by two hundred forty (240) business hours in the month (based on twenty (20) business days times twelve (12) business hours per day) to equal the number of peak hour Segment bookings per hour during a calendar month. Correspondingly, the peak hour capacity available to Customer for "Availability Requests" is three (3) times the Look to Book ratio as outlined in Exhibit A, Section 8.1. NAVITAIRE will not be obligated to fulfill service level parameters, as outlined in Exhibit A, Section 9 and Exhibit F, Section 9, when Customer's volume exceeds the peak hour capacity as defined in this paragraph, but will make commercially reasonable efforts to do so.

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Customer agrees to use commercially reasonable efforts to provide NAVITAIRE, on a confidential basis and according to a NAVITAIRE pre-defined process, at least thirty (30) days advance written notice of any marketing initiatives, acquisitions, alliances, schedule changes, or promotions that may materially increase Customer's usage of the Hosted Services or otherwise adversely impact the Hosted Services System performance. Examples of this are: free ticket/\$0 fare promotions, new hub announcements, significant additional aircraft purchases, etc. For the purposes of this Section, increases that may adversely impact the Hosted Services are defined as increases that generate a response greater than the peak hour capacity as defined in this paragraph. NAVITAIRE will work with the Customer to attempt to reasonably provide additional capacity. If Customer requires additional capacity above three (3) times the peak hour Segment bookings per hour for bookings and/or Availability Requests, NAVITAIRE will provide a quote to Customer based on the requirements and scope desired, and the timeline on which such additional capacity can be made available to Customer.

NAVITAIRE provides Customer with completed travel historical data storage capacity equal to Three (3) months of historical PNR level booking activity detail available on-line and accessible from the Hosted System interfaces. Data storage requirements in excess of three (3) months are included as an additional service for the fees as outlined in Exhibit A Section 8.1.4.

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- 4.4** **Annual Segment Forecast Update.** Customer agrees to provide NAVITAIRE each October with preliminary projected annual segment volume forecast for the following year, and will provide more accurate projections when a board-approved plan is available. NAVITAIRE will use Customer's segment forecast for business planning purposes for providing Hosted Services. It is acknowledged that such projections will not be binding on Customer and are intended for planning purposes only.
- 4.5** **Customer Contacts.** Customer initially designates the person set forth in Exhibit D, Section 2 as the Customer Account Liaison, being the primary authorized contact for account management, project funding, performance, payment, and other commercial issues with respect to the Hosted Services. Customer further initially designates the person(s) set forth in Exhibit D, Section 5 as the Customer Authorized Support Contact(s), being the authorized contact(s) to utilize the telephone support and Internet technical support system. Customer will ensure that all Customer Authorized Support Contact(s) will have received adequate training on the Hosted Services. Customer may change their designated Customer Account Liaison or Customer Authorized Support Contact(s) by written notice to NAVITAIRE, where such changes may be made on a temporary basis in Customer's discretion.
- 4.6 Omitted.**
- 4.7** **Use by Customer.** Hosted Services and Confidential Information of NAVITAIRE are for the sole and exclusive use of Customer. Customer may, however, permit agents hired by Customer or Customer's subcontractors and their employees to access the Hosted Services solely for the purpose of procuring Hosted Services for and on behalf of Customer; provided that: (a) Customer will be responsible for ensuring such agents and subcontractors comply with the terms hereof, including confidentiality obligations; and (b) such agents and

subcontractors are not competitors of NAVITAIRE, it being acknowledged that Customer may reveal a mutually agreed redacted copy of this Agreement to such agents as reasonably required in connection with the foregoing. From time to time, at NAVITAIRE's request, Customer shall provide a list of the entities to which such access has been provided and Customer will respond to each such request within fifteen (15) days. Customer will cooperate with NAVITAIRE in investigating any alleged misuse of the Hosted Services. Customer may not transfer any Confidential Information of NAVITAIRE, in any form whatsoever without the prior written consent of NAVITAIRE, except as reasonably required to use the Hosted Service as permitted under the foregoing, provided that in no event may Confidential information be shared with direct competitors of NAVITAIRE. Any transfer of or access to the Hosted Services or Confidential Information of NAVITAIRE in violation of this Section shall constitute a material breach of this Agreement. For purposes of reference, Section 7 contains further terms and conditions regarding Customer's use of the Hosted Services System.

- 4.8** **Training.** Except for any initial training provided by NAVITAIRE as described in Exhibits A, B, F, G, H and J, Customer will be responsible for training its employees and authorized agents and subcontractors in the use of Hosted Services including, but not limited to, use of any new functions or Enhancements.
- 4.9** **Telecommunications and Equipment.** Unless otherwise specified in Exhibits A, B, F, G, H or J, Customer shall be responsible for all telecommunication dedicated, dial-up, or wireless circuits used by Customer in connection with the transmission of data between the Hosted Services System and the Customer's site(s). Customer shall provide, install, and operate compatible hardware and communications equipment, which meets NAVITAIRE required specifications as listed in Exhibits A, B, F, G, H and J, necessary for connecting to the Hosted Services System. Customer is required to have Internet access and Internet electronic mail capability in order to communicate with NAVITAIRE support. Customer agrees to order all required circuits it is responsible for within five (5) days of execution of this Agreement. In the event that the Target Date is greater than ninety (90) calendar days following the Effective Date of this Agreement, Customer may order all required circuits at a later date but no less than ninety (90) calendar days prior to the Target Date. The data circuits must be of capacity sufficient to accommodate all Hosted Services and meet any defined Service Levels.
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- 4.10**      **Acknowledgment.** Customer agrees to include the Powered by Navitaire® Mark (the "Mark") in any and all media products accessing or otherwise utilizing the Hosted Services System under the terms and conditions set forth in Exhibit E of this Agreement.

## 5    Term and Termination

- 5.1**      **Term.** Unless otherwise terminated earlier under this Section 5, this Agreement shall commence on the Effective Date and continue for an Initial Term of ten (10) years following the Target Date for the respective Hosted Services. This Agreement will renew automatically for two (2) additional one (1) year renewal terms unless one party provides written notice of termination to the other party at least one hundred and eighty (180) calendar days prior to the end of the initial or any renewal term.

NAVITAIRE may increase the Service Fees payable by Customer with respect to any renewal term; provided that NAVITAIRE gives Customer written notice of such increase in Service Fees at least three hundred (300) calendar days prior to the end of the then current term, but otherwise the terms hereof shall likewise apply to each renewal term.

### 5.2    Termination for Cause

- 5.2.1**      This Agreement may be terminated as follows: (a) by a party upon written notice to the other party in the event of material breach of the terms hereof by the other party which is not cured within thirty (30) calendar days of written notice thereof, provided, however, that for breaches that cannot be cured within thirty (30) days such cure will be deemed made provided that the breaching party initiates efforts to remedy the breach within said thirty (30) days according to a written plan provided to and acceptable to the non-breaching party and continues in good faith with that remedy; (b) by NAVITAIRE upon written notice to Customer, if Customer fails to pay any amount due hereunder and not in dispute within [\*\*\*] calendar days of the due date, NAVITAIRE provides written notice of such failure to Customer (which notice also constitutes the notice described in Section 6.5), and within [\*\*\*] calendar days of delivery of such written notice such amount remains unpaid; or (c) as contemplated by Section 8.1. In addition, Customer may terminate this Agreement upon written notice to NAVITAIRE as contemplated by Sections 9.8.2 of Exhibits A and F if applicable.
- 5.2.2**      NAVITAIRE shall not be in material breach if its failure to perform hereunder is due to problems caused by Customer software and associated data, or by Customer hardware other than that is specifically supported by NAVITAIRE or other equipment failures for hardware or other equipment not maintained by NAVITAIRE.
- 5.2.3**      If Customer terminates due to material breach by NAVITAIRE, NAVITAIRE will provide Customer with duplicates of electronic media such as magnetic tapes or CDs of Customer's database, which will be provided in the Standard Data Extract format for PNRs and Hosted Reservation Services standard file formats for schedule and Hosted Revenue Management Services historical data.

- 5.2.4** If NAVITAIRE terminates due to Customer's material breach, Customer will pay NAVITAIRE a sum of (i) the aggregate of the Minimum Monthly Guarantee(s) set forth in Exhibit A, Section 8.1 that Customer would otherwise have paid for each month until the expiration of the Agreement calculated on a net present value using LIBOR rate in effect at time, and (ii) any reasonable attorneys' costs that NAVITAIRE incurs as a result of Customer's material breach and subsequent termination. NAVITAIRE will, upon Customer's request and at reasonable expense to Customer, provide Customer with duplicates of electronic media such as magnetic tapes or CDs of Customer's database.

**5.3 Termination for Convenience**

Upon the seventh anniversary of the live production use of the Host Reservation Services and for a period of thirty (30) days thereafter, Customer may terminate this Agreement if the following have occurred:

- (a) In the [\*\*\*] prior to the [\*\*\*] anniversary customers representing more than fifteen (15) of the then current Navitaire Hosted Reservation Services Customers migrate to competitor solutions excluding Customers that are merged or acquired by other airlines and excluding those airlines who have already served NAVITAIRE a notice of termination at the effective date of this Agreement. For the purposes of this calculation, only airlines carrying greater than 1,000,000 passengers per year shall be considered; and
- (b) if NAVITAIRE measures:
  - (i) a [\*\*\*] or higher reduction in year over year new reservation customer signings as averaged over each of the previous [\*\*\*] years measured separately, or
  - (ii) Navitaire has [\*\*\*] new reservations customer signings in [\*\*\*] consecutive years.  
For example [\*\*\*] and
- (c) upon such (180) one hundred eighty calendar days written notice to NAVITAIRE.

NAVITAIRE shall notify Customer in writing promptly upon becoming aware of the occurrence of the event described in paragraph (a) or (b) above. Upon any such termination, NAVITAIRE will, upon Customer's request at NAVITAIRE's cost, immediately return to Customer or, at Customer's option, destroy all copies of electronic media such as magnetic tapes or CDs of Customer's database, which will be provided in the Standard Data extract format for PNRs and Hosted Reservation Services standard file formats for schedule and Hosted Revenue Management Services historical data in its possession, custody or control and, in the case of destruction, certify to Customer that it has done so.

- 5.4 Survival.** No termination hereof shall release Customer from its obligation to pay NAVITAIRE in full for all Hosted Services performed by NAVITAIRE up to the date of termination, nor shall it affect any other obligations hereunder which expressly or by reasonable implication is intended to survive termination, including those set forth in Sections 6, 7, 8, 9, 10, and 18.

- 5.5 Termination Assistance.** In anticipation of the termination of this Agreement, except for termination due to Customer's breach, NAVITAIRE, as reasonably requested by Customer, NAVITAIRE will provide reasonable termination and transition assistance to Customer, including participation in meetings with the vendor that will be replacing NAVITAIRE so as to assist in a smooth transition. NAVITAIRE will provide such assistance on a time and materials basis at the rates specified herein.

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**5.6 Termination for Convenience of Skyledger Hosted Revenue Accounting Service.** At any time prior to May 19, 2007 Customer may terminate the provisions of Exhibit G, Hosted Revenue Accounting Services, upon payment of a termination fee and not as a penalty a fee of [\*\*\*]. In the event that Customer does not exercise this termination for convenience right by May 19, 2007 then the terms and conditions of Exhibit G will be in full force and binding through the full Term of this Agreement.

## 6 Price and Payment

- 6.1 Service Fees.** In consideration for the provision of Hosted Services by NAVITAIRE as set forth in this Agreement, Customer will pay NAVITAIRE the Service Fees as set forth in Exhibit A, Section 8, Exhibit B, Section 9, Exhibit F, Section 10, Exhibit G, Section 9, Exhibit H, Section 9 and Exhibit J, Section 9, as applicable, and elsewhere in this Agreement.
- 6.2 Expenses.** Customer shall bear all expenses incurred by NAVITAIRE personnel in connection with travel to Customer's site(s) to prepare for and to implement the Hosted Services or to provide training, consulting, support, or other services at Customer's site. Such expenses shall include, without limitation, reasonable and timely coach-class air travel, ground transportation, quality lodging at hotels comparable to those used by Customer for its own flight crews, meals, and incidentals. NAVITAIRE shall, whenever reasonably possible, obtain advance written approval from Customer of applicable travel expenses and Customer may select one if the following options:
- (a) **Customer Arranged Travel.** Customer may arrange any such flight, ground transportation, lodging, meals and incidentals.
  - (b) **NAVITAIRE Arranged Travels.** For those expenses to which 6.2(a) does not apply, NAVITAIRE will make travel arrangements through the NAVITAIRE corporate travel agency other applicable arrangements.
- 6.3 Payment Terms.** All payments made under this Agreement shall be made in United States dollars either: (a) by electronic funds transfer, prepaid, to the bank account designated on the invoice; or (b) by check drawn on a United States bank and delivered to the address indicated on the invoice. Except where otherwise specifically set forth in this Agreement, all payments under this Agreement are due within thirty (30) calendar days from the NAVITAIRE invoice date. Service Fees as stated in Exhibits A, B, F, G, H and J will be invoiced at the end of each month for the higher of the Service Fees for the Monthly Minimum Passengers Boarded Guarantees listed in the monthly recurring Service Fees, Exhibit A, Section 8 for the Hosted Services for that month or the actual number of Passenger Boarded for that month. Any amounts not paid when due will bear interest at the lesser of: (a) [\*\*\*] per month; or (b) the maximum rate allowable by law. In addition to any interest charge, any payments due that are more than thirty (30) days late will be subject to an automatic [\*\*\*] percent late fee. NAVITAIRE may exercise reasonable commercial judgment to change credit or payment terms at any time when, in the sole opinion of NAVITAIRE, Customer's financial condition or previous payment record so warrants.

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## 6.4 Fee Adjustment

- 6.4.1** **Service Fees.** During the Initial Term as stated in Section 5.1 hereof, NAVITAIRE will not increase the Service Fees for the Hosted Services functionality specified in Exhibit A, Section 6, Exhibit B, Section 7, Exhibit F, Section 7, Exhibit G, Section 7, Exhibit H, Section 7, and Exhibit J, Section 7.
- 6.4.2** NAVITAIRE reserves the right to offer a Major Release which may include additional significant enhancements such as APIs, code-share, and GDS Type A connectivity, at an additional charge above the fees described in Exhibits A B, F, G, H and J of this Agreement. Customer has the option of paying such additional charges to enable such functionality or remain with current functionality and Hosted Services and fees as stated in Exhibits A, B, F, G, H and J. In the event that Customer accepts a significant enhancement which will incur additional Service Fees, such fees will be communicated to Customer in advance, in writing, and upon Customer's written acceptance, will be added to the applicable Service Fees.
- 6.4.3** **Support Fees.** The Support Fees described in Exhibits A, B, F, G, H and J shall be adjusted annually on January 1 of each year to account for inflation. During the term, if the Employment Cost Index for Professional, Specialty and Technical Occupations, as published by the United States Bureau of Labor Statistics of the Department of Labor ("ECI"), shall, commencing the first January 1 following the Effective Date, on any January 1 (the "Current Index") be higher than the ECI twelve (12) months prior thereto, (the "Base Index"), then, effective as of such then current January 1, the Support Fees then in effect shall be increased by the percentage that the Current Index increased from the Base Index. In such event, NAVITAIRE shall provide to Customer a recalculation of the affected amounts. If the Bureau of Labor Statistics ceases the publication of the ECI or substantially changes or alters the content and format of the ECI, then NAVITAIRE may substitute another comparable measure published by a mutually agreeable source. If such change is merely to redefine the base year for the ECI from one year to another year, Customer and NAVITAIRE shall continue to use the ECI but shall, if necessary, convert either the Base Index or the Current Index to the same basis as the other by multiplying such index by the appropriate conversion factor. In no event will the increase for Support Fees exceed [\*\*\*] in any one year period.
- 6.4.4** **Material Change.** If there is a material change in the environment affecting the cost of operation or market price of airline reservation systems then, at the time of the seven year anniversary of the agreement, both parties agree to, in good faith, review the commercial details of this agreement for the remaining 3 year period with the objective of mutually agreeing any changes to the commercial details of this agreement for the remaining 3 year period in order to reflect such material change.

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11

- 6.4.5** **Notice.** NAVITAIRE shall give Customer not less than ninety (90) days prior written notice of any changes to any Service Fees or Support Fees.
- 6.5** **Failure to Pay.** If Customer fails to pay any sum not in dispute within thirty (30) calendar days of the date due, NAVITAIRE may provide written reminder notice of such failure to Customer (this notice also constitutes the notice described in Section 5.2.1(b)). If, within ten (10) calendar days of delivery of such written notice such sum remains unpaid, NAVITAIRE may, without breach of this Agreement, discontinue performing under this Agreement until all due but unpaid payments are received.
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**6.6 Taxes.** Customer shall pay, or if NAVITAIRE so requires reimburse NAVITAIRE for, for all taxes in connection with this Agreement including, but not limited to, sales, use, excise, value-added, goods and services, consumption, and other similar taxes or duties. Should any payment for service, product or technology provided by NAVITAIRE be subject to withholding tax by any government, Customer shall reimburse NAVITAIRE such withholding. Each Party shall provide and make available to the other Party any resale, exemption, multiple points of use certificates, treaty certification and other exemption information reasonably requested by the other Party. If Customer shall pay any tax incurred in connection with this Agreement; Customer agrees to remit to NAVITAIRE within 30 days of issue, tax documents which support the payment of such taxes. Customer agrees to reimburse and hold NAVITAIRE harmless from any deficiency (including penalties and interest) relating to taxes that are the responsibility of Customer under this paragraph. Each party shall be responsible for taxes based on its own net income, employment taxes of its own employees, and for taxes on any property it owns or leases. For purposes of this Agreement, taxes shall include taxes incurred on transactions between and among NAVITAIRE and its Affiliates.

**6.7 Invoice Disputes.** In the event of any good faith dispute with regard to a portion of an invoice, the undisputed portion shall be paid as provided in this Agreement, and Customer shall promptly send a written statement of exceptions to NAVITAIRE for the disputed portion. Upon resolution of the disputed portion, any amount owed to NAVITAIRE shall be paid with interest at the rate above, which shall accrue from the date that these amounts were originally due.

7

## **License, Title, Modifications, and Covenants**

**7.1 License.** NAVITAIRE will grant access to Customer to the Hosted Services System as is necessary to use such System to obtain the Hosted Services in accordance with NAVITAIRE policies and procedures, and subject to Section 7.2 of this Agreement, NAVITAIRE hereby grants Customer a non-exclusive, non-transferable, worldwide license to use the Hosted Services System to the extent of the access provided during the term of this Agreement solely for the purposes of obtaining Hosted Services in accordance herewith.

**7.2 Title.** Subject to Sections 7.1 and 7.3 of this Agreement, NAVITAIRE hereby retains all of its right, title, and interest in and to the Hosted Services System, and copyrights, patents, trademarks, service marks, design rights (whether registered or unregistered), trade secrets, know-how, expertise, and all other similar

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proprietary rights associated therewith ("Intellectual Property Rights") and/or which are developed in connection with this Agreement, irrespective of whether developed by NAVITAIRE individually or by NAVITAIRE and Customer jointly (the "NAVITAIRE Property"), which shall include without limitation: (a) the source code of software included in the NAVITAIRE Property, where applicable; and (b) all modifications, extensions, upgrades, and derivative works of the NAVITAIRE Property. In confirmation of NAVITAIRE'S right, title and interest in the NAVITAIRE Property as set forth in the preceding sentence of this Section 7.2, Customer hereby assigns to NAVITAIRE all of its right, title and interest in and to the NAVITAIRE Property. Likewise, Customer retains all rights and interests in its Intellectual Property Rights, including, without limitation, all data placed in the Hosted Services Systems in connection herewith by it, its agents and customers.

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## 7.3 Modifications

**7.3.1** **By NAVITAIRE.** Without prejudice to Section 6.4 or any other provision of this Agreement, NAVITAIRE may upgrade, modify and replace the Hosted Services System or any part thereof at any time during the term of this Agreement, provided that:

- (a) NAVITAIRE notifies Customer at least sixty (60) days prior to implementation of any upgrades or replacements of the Hosted Services System which is likely to materially alter the delivery of Hosted Services. NAVITAIRE shall use reasonable commercial efforts to (i) provide Customer with training materials (ii) make recommendations in respect of new hardware or software to be purchased by Customer;
- (b) all upgrades and replacements which might reasonably be expected to materially alter the delivery of Hosted Services are scheduled for implementation as reasonably required and mutually agreed by NAVITAIRE and Customer; and
- (c) with introduction of any upgrades or replacements, NAVITAIRE maintains the comparable level of services.

Nothing in this Section 7.3.1: (i) releases NAVITAIRE from providing Hosted Services under the terms and conditions of this Agreement; or (ii) obligates NAVITAIRE to upgrade or replace the Hosted Services System at any time. It is the intention of NAVITAIRE to make available and provide Support Centre Support in respect to the most current version, or the latest version "minus one", of any software included in the Hosted Services System, however, NAVITAIRE reserves the right to require Customer to utilize the then most current version if it can be demonstrated that the most current version resolves an identified deficiency existing in the "minus one" version, provided that Customer must always be using either the current version or "minus one" version.

13

**7.3.2** **By Customer.** Customer shall not reverse engineer, disassemble, decompile, unlock, copy, alter, modify, change, create derivatives of or in any other way reproduce or use any of the software code, programs, or components of the Hosted Services System, provided that:

- (a) Customer may use APIs and limited source code provided by NAVITAIRE from time to time for such purpose as part of Hosted Reservations Services solely to configure the Configurable Templates for use as a part of such Services; and
- (b) Without prejudice to the rights of Customer in its trademarks and services, Customer shall have no right following termination of this Agreement to use the Configurable Templates or any configurations thereof, or any APIs or source code provided by NAVITAIRE, or any modifications, changes or derivatives thereof created, in any such case whether created by or for Customer or otherwise, all of which are hereby assigned by Customer to NAVITAIRE as contemplated by Section 7.2.

**7.4 Covenants.** Customer hereby covenants and agrees that:

- (a) the NAVITAIRE Property may be used by NAVITAIRE and its affiliated companies to facilitate delivery of services to other customers; and
- (b) Customer shall not access or use any APIs embedded in the Hosted Services System except as authorized by NAVITAIRE and in connection with the Hosted Services; and
- (c) Except as set forth in Section 4.7 of this Agreement, Customer will allow no person access to Hosted Services or use the Hosted Services System absent a written agreement signed by NAVITAIRE.

**7.5 Mutual Covenants.** Each party represents and warrants to the other party that as of the Effective Date of this Agreement:

- (a) it has the requisite power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and
- (b) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement shall not constitute a material default under any material contract by which it or any of its material assets are bound, or an event that would, with notice of lapse of time or both, constitute such a default.

**7.6 Compliance With Laws**

**7.6.1** Notwithstanding any other provision of this Agreement to the contrary other than Section 7.6.2 below, each party will retain responsibility for its compliance with all applicable laws and regulations relating to its respective business and facilities and the provision of services to third parties. In performing their respective obligations under this Agreement, neither party will be required to undertake any activity that would violate any applicable laws or regulations.

14

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**7.6.2** Notwithstanding any other provision of this Agreement:

- (a) Each party shall retain responsibility for its compliance with all applicable export control laws and economic sanction programs relating to its respective business, facilities, and the provision of services to third parties.
  - (b) NAVITAIRE shall not be required by the terms of this Agreement to be directly or indirectly involved in the provision of goods, software, services and/or technical data that may be prohibited by applicable export control or economic sanctions if performed by NAVITAIRE.
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- (c) Applicable export control or economic sanctions programs may include U.S. export control laws such as the Export Administration Regulations and the International Traffic in Arms Regulations, and U.S. economic sanctions programs that are or may be maintained by the U.S. Government, including sanctions currently imposed against Belarus, Burma (Myanmar), Cuba, Iran, Ivory Coast, Liberia, North Korea, Sudan, Syria and Zimbabwe, as well as Specially Designated Nationals and Blocked Persons programs. NAVITAIRE and Customer will comply with U.S. export control and U.S. economic sanctions laws with respect to the export or re-export of U.S. origin goods, software, services and or technical data, or the directed product thereof.
- (d) Prior to providing NAVITAIRE any Hosted Services and/or technical data subject to export controls, Customer shall provide written notice to NAVITAIRE specifying the nature of the controls and any relevant export control classification numbers.

It shall be the sole discretion of NAVITAIRE to refrain from being directly or indirectly involved in the provision of goods, software, services and/or technical data that may be prohibited by applicable export control laws or economic sanctions programs.

## 8 Indemnification

- 8.1 **Rights to Indemnification.** Each party shall defend the other party from any third party claims that any product, service, information, materials or other item provided by such party under this Agreement infringes any presently existing third party patent or copyright; and indemnify such party for any damages awarded in relation to such claim; provided that, however, a party shall have no defense or indemnity obligation under this Section 8.1 to the extent any such infringement results from: (a) the use of any software provided by the party seeking indemnification in combination, operation or use with software or hardware not provided by such indemnifying party; provided that, however, such exclusion shall not apply to the use by the Customer of the Hosted Services System in connection with the hardware and software identified on the applicable Exhibit hereto; (b) the use of any Hosted Services System in a modified state which was not authorized by the indemnifying party; or (c) use of a version of the software included in the Hosted Services System without having implemented all of the updates within a reasonable period after such updates were provided by the indemnifying party and the indemnifying party was advised that such update was

15

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intended to address an alleged infringement. Without limiting the foregoing indemnification obligations, if any product, service, information, material or other item of the indemnifying party is, or in the indemnifying party's opinion is likely to be held to be, an infringing material, then the indemnifying party will, at its option: (a) procure the right to continue using it; (b) replace it with a non-infringing equivalent acceptable to the other; (c) modify it to make it non-infringing in a fashion acceptable to the other; or (d) if none of the foregoing can be accomplished in a commercially reasonable manner, cease using, and require the indemnified party to cease using such item, and if such cessation renders it impractical to continue the contractual relationship contemplated hereby, either party may also terminate this Agreement. The foregoing remedies constitute the indemnified party's sole and exclusive remedies and the indemnifying party's entire liability with respect to infringement.

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- 8.2** Except for claims covered by Section 8.1, Customer agrees to indemnify and hold NAVITAIRE harmless from third party claims arising out of Customer's use of the Hosted Services and reimburse NAVITAIRE for all expenses (including counsel fees and court costs) incurred by NAVITAIRE in connection with such claim.
- 8.3** **Notice and Control of Action.** A party seeking indemnification in respect of any actual or potential claim or demand shall notify the other party within ten (10) business days after it receives written document relating to such claim. The indemnifying party shall have no obligation to indemnify the other party to the extent such other party fails to give the notice within the specified period set forth in the preceding sentence and such failure materially prejudices the indemnifying party. The indemnifying party shall have the right, at its sole cost, expense, and liability, to appoint counsel of its choice and to litigate, defend, settle or otherwise attempt to resolve any such claim, provided that the indemnified party shall have the right to consent to any settlement, which consent will not be unreasonably withheld.

## 9 Confidential Information

- 9.1** **Notification.** "Confidential Information" means for each party hereto any information, in any form, including, without limitation, written documents, oral communications, recordings, videos, software, databases, business plans, and electronic/magnetic media, received or observed by that party pursuant to this Agreement and provided by/through and/or belonging to the other party as well as the terms of this Agreement, excepting information specified in Section 9.3. The fees payable under, and the material terms of, this Agreement are agreed to be Confidential Information of each party, but may be disclosed as reasonably required in connection with audits of each party pursuant to Section 3.2.
- 9.2** **Use and Protection of Information.** Confidential Information may be used by the receiving party only in furtherance of the transactions contemplated by this Agreement, and only by those employees of the receiving party and its agents or subcontractors who have a need to know such information for purposes related to this Agreement, provided that such agents or subcontractors have signed separate agreements containing substantially similar confidentiality provisions (provided, however, that such separate agreement will not be required of those having an

independent duty of confidentiality, e.g., counsel, auditors, and accountants acting in those capacities). The receiving party and its agents and subcontractors shall protect the Confidential Information of the disclosing party by using the same degree of care (but not less than a reasonable degree of care) to prevent the unauthorized use, dissemination, or publication of such Confidential Information as the receiving party uses to protect its own confidential information of a like nature and value. The duty hereunder will survive while such information remains Confidential Information. Notwithstanding anything to the contrary herein, each party acknowledges and agrees that the other may, upon the other party's written consent, not to be unreasonably withheld share the terms of this Agreement as reasonably necessary in connection with the due diligence commonly associated with major transactions.

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**9.3 Exclusions.** Nothing in this Agreement shall prohibit or limit either party's use of information which it can demonstrate by written evidence was: (a) previously known to it without obligation of confidence; (b) independently developed by it; (c) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information; (d) which is or becomes publicly available through no breach of this Agreement.

**9.4 Subpoena.** In the event a receiving party or its agents or subcontractors receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other party, the receiving party shall provide prompt notice to the other of such subpoena or other process, unless doing so violates applicable law. The receiving party, its agents or subcontractors, as the case may be, shall thereafter be entitled to comply with such process to the extent required by law. If a party or its agents and subcontractors is served with a subpoena or other validly issued administrative or judicial process in relationship to the matters contemplated hereby and arising from a proceeding in which the other party is a defendant and the served party, its agents and subcontractors, is not, such other party shall pay all the reasonable out-of-pocket expenses of the served party, its agents and subcontractors, associated with such subpoena or other administrative or judicial process.

**9.5 Privacy of Information.** NAVITAIRE agrees to comply with all applicable member state laws implementing EU Directive 95/46/EC as a Data Processor and all applicable United States laws regarding the privacy and confidentiality of information it receives under this Agreement. If the Customer requires that NAVITAIRE comply with other data protection acts, Customer must supply a copy of such act for NAVITAIRE's review prior to signature of this Agreement, and, if accepted by NAVITAIRE, the parties shall enter into a data protection addendum to this Agreement in relation to it.

**9.6 Injunctive Relief.** Notwithstanding Section 19 hereof, it is agreed that either party will have the right to injunctive relief to enforce the provisions of this Section 9 or to bar its breach and that such relief may be sought in any court of competent jurisdiction, which will, without limitation, be deemed to include the courts of New York.

17

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## 10 Disclaimers and Limitations

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT:

**10.1** EXCEPT FOR AMOUNTS DUE BY CUSTOMER IN THE ORDINARY COURSE, THE AGGREGATE LIABILITY OF EITHER PARTY TO THE OTHER UNDER OR IN CONNECTION WITH THIS AGREEMENT AND THE PROVISION OF HOSTED SERVICES TO CUSTOMER, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL NOT EXCEED USD \$200,000, PROVIDED, HOWEVER, THAT THE FOREGOING LIMIT WILL NOT APPLY TO LIABILITIES ARISING UNDER SECTION 8, ARISING AS RESULT OF A PARTY'S GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT;

**10.2** NAVITAIRE HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS BASED ON THE USE OR POSSESSION OF ANY PRODUCT, SERVICE OR RELATED MATERIALS PROVIDED UNDER THIS AGREEMENT BY NAVITAIRE; NAVITAIRE HEREBY DISCLAIMS AND EXCLUDES ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS BASED ON THE USE OR POSSESSION OF ANY PRODUCT, SERVICE OR RELATED MATERIALS PROVIDED UNDER THIS AGREEMENT BY NAVITAIRE. THE FOREGOING SHALL NOT LIMIT THE APPLICABILITY OF ARTICLE 8.

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- 10.3** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY EXEMPLARY, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND
- 10.4** IT IS AGREED THAT THERE ARE NO INTENDED THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.
- 10.5** THE LIMITATIONS SET FORTH IN SECTIONS 10.1, 10.2 AND 10.3 ABOVE SHALL NOT APPLY TO LIABILITY FOR DEATH, PERSONAL INJURY OR DAMAGE TO TANGIBLE PERSONAL PROPERTY.
- 10.6** At all times during the term of this Agreement, each party will carry and maintain in full force and effect comprehensive general liability insurance for bodily injury including personal injury and property damage and automobile liability coverage for owned and non owned vehicles with a combined single limit of liability of not less than two million dollars (\$2,000,000). Prior to the commencement of performance under this Agreement, each party agree to furnish to the other with certificates evidencing that such party has the insurance required under this provision. Neither party is required to obtain insurance for the benefit of the other

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18

party, and each party shall pay all costs and receive all benefits under policies arranged by it. Each party waives rights of subrogation it may otherwise have regarding the other party's insurance policies, including but not limited to property insurance, business interruption insurance, and other first-party insurance

THE FOREGOING STATES THE ENTIRE LIABILITY OF EACH OF NAVITAIRE AND CUSTOMER WITH REGARD TO THIS AGREEMENT AND THE PROVISION OF HOSTED SERVICES HEREUNDER. THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION 10 ARE A FUNDAMENTAL PART OF THE BASIS OF NAVITAIRE AND CUSTOMER'S BARGAIN HEREUNDER, AND NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS.

## **11 Acquisitions and Mergers**

- 11.1** **Change in Control.** In the event that Customer is merged with or comes under common control with a third party when such third party or the party controlling both is party to an agreement for services or provides services itself that would be duplicative of those provided hereunder, the parties will negotiate in good faith to continue, modify and/or terminate this agreement to avoid/end such duplication recognizing the costs Navitaire has incurred to establish facilities and implement systems and software to provide the services hereunder.

## **12 Publicity**

- 12.1** Customer's purchase and use of the Hosted Services will be deemed to constitute Customer's permission, during the term hereof only, for NAVITAIRE to use Customer as a reference in marketing these services including NAVITAIRE's right to use Customer's "taifin" shape ("Taifin") for that purpose unless Customer specifically revokes this permission in writing.
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- 12.2 The Tailfin must stand alone and will only be displayed with other such marks in a fashions that is reasonably comparable.
- 12.3 NAVITAIRE shall not combine the Tailfin with any other feature including, but not limited to, other tailfins or logos, words graphics, photos, slogans, numbers, design features, or symbols.
- 12.4 Individual graphic elements of the Tailfin may not be used as design features on any of NAVITAIRE's products.
- 12.5 The Tailfin is an official trademark and/or service mark of Customer and shall at all times remain the property of Customer. The Tailfin includes graphic elements and accompanying words. The Tailfin shall always be expressed as an integrated whole.
- 12.6 Customer may change the Tailfin or substitute a different tailfin at any time; provided however that Customer provides ninety (90) days prior written notice thereof to NAVITAIRE.
- 12.7 Customer reserves the right to conduct spot checks on the travel product to ensure compliance with this policy.

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19

- 12.8 NAVITAIRE must correct any deficiencies in the use of the Tailfin within ten (10) business days after receiving notice from Customer.
- 12.9 All rights not expressly granted are reserved by Customer. NAVITAIRE acknowledges that nothing herein shall give it any right, title or interest in the Tailfin or any part thereof, other than the license rights granted herein.
- 12.10 NAVITAIRE agrees that it will not at any time dispute or contest (a) the validity of the Tailfin as a trademark or service mark or any registrations thereof, whether now existing or hereafter obtained; (b) the exclusive ownership by Customer, its successors or assigns, of the Tailfin or of any registrations of the Tailfin, whether now existing or hereafter obtained; (c) the exclusive ownership by Customer of the present and future goodwill of the business pertaining to the Tailfin; or (d) Customer's right to grant to NAVITAIRE the rights and privileges conferred by the foregoing license.
- 12.11 NAVITAIRE shall not assign, transfer or sublicense any right granted herein in any manner without the prior written consent of Customer.
- 12.12 NAVITAIRE may not use the Tailfin in any way as an endorsement or sponsorship of its products by Customer.
- 12.13 NAVITAIRE shall not use the Tailfin in any manner that disparages Customer or its products or services, infringes any Customer intellectual property or other rights, or violates any state, federal or international law

### **13 Relationship of the Parties**

The relationship of the parties under this Agreement is and at all times shall remain that of independent contractors. Nothing in this Agreement or the attached Exhibits shall be construed to create a joint venture, partnership, franchise, employment or agency relationship between the parties to this Agreement, and accordingly, neither party shall represent itself as having, nor does either party have, the

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right, power, or authority to bind or otherwise create any obligation or duty, express or implied, on behalf of the other party in any manner whatsoever.

**14 No Assignment**

Neither party to this Agreement shall have the right to assign this Agreement or any right or obligation hereunder, whether by operation of law or otherwise, without the prior written consent of the other party.

**15 Force Majeure**

Neither party shall be responsible for any failure to fulfill its obligations hereunder due to causes beyond its reasonable control, including without limitation acts or omissions of government or military authority, acts of God, shortages of materials, transportation delays, fires, floods, diseases, labor disturbances, riots, or wars provided that it gives prompt notice to the other of its invocation of this provision and make diligent efforts to resume its performance despite such *force majeure*. For purpose of clarification, Customer acknowledges, in the event that recommendations are issued by: (i) NAVITAIRE's parent company "Global Watch Program"

20

(Accenture LLP program which functions as an advisor for the safety of its people); or (ii) the competent relevant authorities such as the U.S. Department of State for US citizens ([www.travel.state.gov](http://www.travel.state.gov)), or (iii) the corresponding governmental body for employees of other nationalities to avoid or leave the country in which the project is located (the "Country"), NAVITAIRE, in accordance with its policies for the protection of employees, may choose to remove personnel from the Country or to not allow employees to travel to the Country. Such event, if it prevents NAVITAIRE from performing substantially its undertaking hereunder, shall be considered as an event of Force Majeure.

**16 Notices**

All notices and communications that are permitted or required under this Agreement shall be in writing and shall be sent to the address of the parties as set forth immediately below, or such other address as the representative of each party may designate by notice given in accordance with this Section. Any such notice may be delivered by hand, by overnight courier or by facsimile transmission, and shall be deemed to have been delivered upon receipt.

As of the date of this Agreement, the addresses of the parties are as follows:

	CUSTOMER	NAVITAIRE
Attention:	Controller	Controller
Address:	2800 Executive Way Miramar, FL 33025	901 Marquette Avenue, Suit 1600, Minneapolis, MN 55402-3210
Telephone:	(954) 447-4853	(612) 317-7000
Fax:	(954) 447-7967	(612) 317-7075

**17 Waiver**

Neither party's failure to exercise any of its rights under this Agreement shall constitute or be deemed to constitute a waiver or forfeiture of such rights.

**18 Third Party Access**

NAVITAIRE has enabled features in its Hosted Services to allow customers and third parties to access the Hosted Services and to modify certain NAVITAIRE products and applications, using software products and applications not developed by NAVITAIRE. Should there be a failure of a software product or application not developed by NAVITAIRE, or should such software product or application cause NAVITAIRE Hosted Services to fail or to be adversely impacted, NAVITAIRE shall use reasonable commercial efforts to mitigate such failure or adverse impact and may, at its sole discretion, disable the offending software product or application and/or, deny access to NAVITAIRE Hosted Services,. Customer shall be liable for all direct damages incurred by NAVITAIRE in such circumstance. Software products and applications or modification to software products or applications not developed by

21

NAVITAIRE that fail or cause NAVITAIRE Hosted Services to fail shall also suspend any Service Levels in this Agreement or other commitments previously agreed between the parties. The parties shall mutually agree on a written procedure that outlines NAVITAIRE's acceptance of software products and applications not developed by NAVITAIRE.

## 19 General

- 19.1** **Entire Agreement and Amendments.** This Agreement and its Exhibits constitute the entire agreement between NAVITAIRE and Customer, and supersede any prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. Without limiting the foregoing, both parties acknowledge that each may use preprinted forms, invoices, and/or other forms as it deems fit. The parties agree that, in the event of conflict between the text of such a form and this Agreement, the terms and conditions of this Agreement will prevail. No additional or different terms contained in any such form will be of any force or effect.
- 19.2** **Headings.** The headings in this Agreement are for the convenience of the parties only and are in no way intended to define or limit the scope or interpretation of the Agreement or any provision hereof.
- 19.3** **Applicable Law.** This Agreement is made under and shall be construed in accordance with the law of the state of New York without giving effect to that jurisdiction's choice of law rules.
- 19.4** **Severability.** If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.
- 19.5** **Dispute Resolution.** Any dispute between the parties with respect to interpretation of any provision of this Agreement or with respect to performance by NAVITAIRE or Customer shall be resolved as specified in this Section 19.5.
- 19.5.1** Upon the request of either party, each party will appoint a designated representative whose task it will be to meet for the purpose of endeavoring to resolve such dispute. The designated representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding.
- 19.5.2** If the designated representatives do not resolve the dispute within thirty (30) days after the request to appoint a designated representative is delivered to a party, then the dispute shall escalate to the Vice President, Customer Operations of NAVITAIRE and the Chief Financial Officer of Customer, for their review and dispute shall be placed in a mutually agreed escrow account and held there pending resolution of the dispute. All other applicable fees not affected by the dispute are due as specified within this Agreement.
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- 19.5.3** If the dispute is not resolved by the parties under Section 19.5.1 or 19.5.2, the parties may initiate formal proceedings. With the sole exception of an action seeking only injunctive relief for a breach hereof, any controversy or claim arising out of or relating to this Agreement, or the making, performance or interpretation thereof, including without limitation alleged fraudulent inducement thereof, shall be settled by binding arbitration in New York, New York by one arbitrator in accordance with the Rules of Commercial Arbitration of the American Arbitration Association. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof.

- 19.5.4** The parties hereby agree that if any dispute or controversy proceeds to arbitration, the arbitrator appointed pursuant to Section 19.5 shall award the prevailing party its costs, including reasonable attorneys' fees and costs, to the degree of such prevailing party's success.
- 19.5.5** The parties agree to continue performing their respective obligations under this Agreement while the dispute is being resolved; provided, however, if the dispute is regarding nonpayment by Customer, NAVITAIRE shall not be required to continue performance of its obligations: (a) unless Customer continues to pay all disputed amounts to NAVITAIRE or to an escrow account structured by agreement of the parties; or (b) if the continuing provision of services to Customer in the absence of receipt by NAVITAIRE of the disputed payment poses a material financial burden on NAVITAIRE.

**19.6** **Exhibits.** The Exhibits attached and listed below are part of this Agreement:

- Exhibit A: Hosted Reservation Services
  - Exhibit B: Hosted Revenue Management Services - Intentionally Left Blank
- Exhibit C: NAVITAIRE Contacts
- Exhibit D: Customer Contacts
- Exhibit E: Powered by Navitaire® Mark
  - Exhibit F: Hosted Web Services - Intentionally Left Blank
  - Exhibit G: Hosted Revenue Accounting Services
    - Exhibit H: Hosted Operations Management Services - Intentionally Left Blank
    - Exhibit J: Hosted Operations Recovery Services - Intentionally Left Blank

Signed for and on behalf of

**CUSTOMER**

By: /s/ B. Ben Baldanza  
Title: President & CEO

Company: Spirit Airlines

Date: 2-28-07

Signed for and on behalf of

**NAVITAIRE, INC.**

By: /s/ J. Dabkowski  
Title: Managing Director

Date: 2-28-07

24

**EXHIBIT A**

**HOSTED RESERVATION SERVICES**

**Conflict and Exhaustion of Provisions**

In the event that there exists any conflict between any term, condition or provision contained within this Exhibit and in any term, condition, or provision contained within the Agreement, the term, condition, or provision contained within this Exhibit shall control. Further, the rights, obligations, and privileges of the parties shall be determined first by reference to this Exhibit, as opposed to the Agreement. For purposes of clarification, the rights, obligations, and privileges contained within this Exhibit shall control and govern any dispute between the parties until all such rights, obligations, and privileges have been exhausted in their entirety; and only after such time shall the rights, obligations, and privileges of the parties be determined by reference to the Agreement.

**1 Definitions**

As used in and for purposes of this Exhibit, the following terms shall be defined as set forth in this Exhibit. In the event that there exists any conflict between a definition set forth in this Exhibit and in any definition contained within Section 1 of the Hosted Services Agreement (the "Agreement"), the definition set forth in this Exhibit shall control.

- 1.1       **Authorization Services** has the meaning set forth in Section 7.4.1 hereof.
- 1.2       **Availability Request** means a single system request for all one way or round trip segments to satisfy a date specific itinerary.
- 1.3       **Change Control** has the meaning set forth in Section 9.4.1 hereof.
- 1.4       **CRS/GDS/ARS PNR** means a Passenger Name Record, being an individual electronic record with a unique record locator number, containing one or more passenger names and booked Segments which contains at least one Segment booked via a CRS/GDS/ARS using Teletype/Type B connectivity or via a CRS/GDS using Type A/ EDIFACT connectivity.
- 1.5       **Direct Consultation** has the meaning set forth in Section 5.5 hereof.
- 1.6       **Executive Review Meeting** means a formal meeting attended by Customer, NAVITAIRE and any related third party required, in response to non-compliance to the specified service level measures.
- 1.7       **Executive Sponsors** has the meanings set forth in Exhibits C and D.

- 1.8      **Incident Problem Request (IPR)** means a Customer reported Hosted Services trouble report and description logged and submitted through the IPR schema in NAVITAIRE's Internet based customer support tool (Remedy).

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25

- 1.9      **Interrupted Service Minutes** means, with respect to a given Reporting Period, the total number of minutes during which Hosted Reservation Services are unavailable due to Interrupted Service, excluding Planned Downtime Minutes. This time is tracked by the minute, rounded up to the nearest minute per incident.

- 1.10     **Interrupted Service Report** has the meaning set forth in Section 9.6.2 hereof.

- 1.11     **Look to Book Ratio** means the numeric result of the number of Availability Requests divided by the number of Book Reservation/End Transaction requests.

- 1.12     **Minimum System Availability Target** means the percentage of time in Reporting Period Minutes during a defined Reporting Period that the Hosted Services System will be available.

- 1.13     **Monthly Performance Report** has the meaning set forth in Section 9.6.2 hereof.

- 1.14     **Passenger Boarded** means a passenger boarding a Customer flight and continuing until their one-way journey is complete.

- 1.15     **Planned Downtime** has the meaning set forth in Section 9.2.1(c) hereof.

- 1.16     **Planned Downtime Minutes** means, with respect to a given Reporting Period, the total number of minutes in a Reporting Period during which Hosted Reservation Services are unavailable due to: (a) an act or omission of Customer with respect to matters described in Exhibit A, Section 7.1; (b) an event of Force Majeure; or (c) a planned, scheduled, and approved event including Hosted Services System maintenance during which a particular service, upgrade or Hosted Services System routine requires planned Interrupted Service as defined in Section 9.2.1(c). Customer may request the event be rescheduled, providing there is reasonable cause for such a delay. This notification must be made to NAVITAIRE at least twenty-four (24) hours in advance of the scheduled event. Planned Downtime Minutes will be tracked by the minute, rounded up to the nearest minute per incident.

- 1.17     **Reporting Period** will be a calendar month. NAVITAIRE Account Manager will measure monthly calculations simultaneous to account reviews.

- 1.18     **Reporting Period Minutes** means, with respect to a given Reporting Period, the total number of minutes during such Reporting Period minutes the total number of Planned Downtime Minutes during such Reporting Period.

- 1.19     **Support Centre or Global Support Centre** means the NAVITAIRE facility that accepts phone and Internet based Customer support tool service requests related to Hosted Services.

- 1.20     **Scope Analysis** has the meaning set forth in Section 3.5 hereof.
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**1.21**      **Software Change Request (SCR)** means a specific Customer requested enhancement to the Hosted Services System with description logged and submitted through the SCR schema in NAVITAIRE's Internet based customer support tool (Remedy).

26

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**1.22**      **Stabilization Period** has the meaning set forth in Section 9.4.6 hereof.

**1.23**      **System Error** has the meaning set forth in Section 9.4.4 hereof.

## 2 Scope of Services

NAVITAIRE will provide certain services and support functions during the term of this Agreement related to the Hosted Reservation Services and related applicable products. Of the available Hosted Reservation Services, Customer has requested the following:

     New Skies™ Basic Hosted Reservation and Airport Check-In, which includes:

- SkySpeed® Call Center Application
- PNR Management System
- Reservation Support Tools
- Schedule Manager
- Fare and Inventory Management
- Payment Processing and Settlement
- Airport Check-In
- Flight Information Control and Display
- Agency Billing
- Configuration and Maintenance Utilities
- Reporting
- Internet Based Customer Support Tool

     SkySales® Internet-Suite, which includes:

- SkyPartner™
  - SkySeats®
- X Computer Reservation System/Global Distribution System/Airline Reservation System (CRS/GDS/ARS) Type B/ Teletype connectivity, which includes:
- CRS/GDS/ARS connectivity with Sabre, Amadeus, WorldSpan and Galileo
- Instant Pay™
- NA Hosted Reservation Services Booking History Files
- X New Skies Booking API Functionality
- X New Skies Check-In API Functionality
- X New Skies Voucher API Functionality
- NA New Skies Hosted Web Check-in
- X Standard Data Extract

### 3 Implementation Services

- 3.1 **Data Center Implementation Services.** NAVITAIRE will configure, install, activate, and test the necessary data center hardware and software for providing the Hosted Reservation Services to the Customer. Unless otherwise specified, this service does not include communication circuits, wireless data services, or any remote communication devices, including routers or network hardware. Client personal computers, workstations, or other Customer devices connected to the Hosted Services System are the responsibility of the Customer and must meet the minimum specifications as required by NAVITAIRE.
- 3.2 **Viral Private Network (VPN) Connectivity.** If Customer desires to use a virtual private network (VPN) for connectivity to Hosted Reservation Services, NAVITAIRE will evaluate such a request to determine the viability of the use of a VPN connection for either a primary or back-up data circuit. After review, NAVITAIRE will advise Customer if the request is approved and any cost which may apply, provided, however, that NAVITAIRE will fully document any cost for which it will seek reimbursement under the foregoing, it being agreed on the additional fee that will apply.
- 3.3 **Network Configuration and Design Services.** NAVITAIRE will supply recommended technical diagrams and will advise Customer on required network hardware requirements, for client portion of application as necessary. Customer shall have internal or third party network expertise available for the installation and configuration of their required network.

- 3.4** **System Integration Services.** During the implementation of Hosted Reservation Services and before production use of such services, NAVITAIRE will assist in the assessment of the compatibility of third party hardware and software with the Hosted Services System. The Customer shall be responsible for the cost of modifying or replacing any third party systems including hardware and software. For future integration services, NAVITAIRE will, upon request, provide an estimate, however, any services will be provided on a time and materials basis.
- 3.5** **Scope Analysis.** NAVITAIRE will conduct a Scope Analysis to gather information on Customer's desired use of the Hosted Reservation Services and outline functional capabilities of the Hosted Services System. During the Scope Analysis, NAVITAIRE will work with Customer to conduct a business process review that will define the scope of the implementation project. The Scope Analysis deliverable will be a statement of work, which defines project scope, project plan, project schedule, including NAVITAIRE and Customer responsibilities, used to determine the Target Date.
- 3.6** **Customer Site Installation Services.** NAVITAIRE will assist Customer with the installation and testing of the required telecommunications connection between the NAVITAIRE data center and the designated Customer facility. The Customer shall be responsible for the cost of troubleshooting or connecting the Customer's internal network. Additional technical support for on-site assistance after the initial conversion to production use of the Hosted Reservation Services shall be quoted on a project basis at the request of the Customer using the rates as outlined in Section 8.3 of this Exhibit.

28

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- 3.7** **Initial Training Services.** NAVITAIRE will supply the following training and Customer agrees to participate in such training for the Hosted Reservation Services:

- 3.7.1 Up to a maximum of ten (10) days which may be attended by up to ten (10) Customer employees at the NAVITAIRE offices in Salt Lake City, Utah. If the training is not held at a NAVITAIRE facility, Customer will be responsible for trainer transportation, out-of-pocket expenses, and for providing stable training technical environment. All training will be conducted in English. Topics will include use of SkySpeed, Airport Check-In, Irregular Operations, Flight Scheduling & Fare Maintenance, and Reservations and Supervisory Features. Customer must complete basic computer familiarization and Windows training for all trainees before the initial training.
- 3.7.2 Up to five (5) days with three (3) NAVITAIRE employees on-site with Customer during cutover to the production Hosted Reservation Services. NAVITAIRE will also provide for a Cutover Priority Help Desk to address Customer's employee questions and issues from airport stations and call center on a 24 hour basis for 5 days. A dry run operational assessment will be performed prior to cut-over. This Cutover Priority Help Desk support can be extended with mutual agreement.
- 3.7.3 During the first year of the Agreement NAVITAIRE will provide Customer with an onsite supplemental training session for a maximum of five (5) days which may be attended by up to ten (10) Customer employees at the NAVITAIRE offices in Salt Lake City, Utah. If the training is not held at a NAVITAIRE facility, Customer will be responsible for trainer transportation, out-of-pocket expenses, and for providing stable training technical environment. All training will be conducted in English. Topics will include use of SkySpeed, Airport Check-In, Irregular Operations, Flight Scheduling & Fare Maintenance, and Reservations and Supervisory Features. Customer must complete basic computer familiarization and Windows training for all trainees before the initial training.

3.7.4

Customer will be provided an electronic copy of the user reference manual in Adobe Acrobat (PDF) format for download via the NAVITAIRE customer care web site or by CD. Technical specification and technical reference manuals are for internal NAVITAIRE use only, unless otherwise specified in this Agreement or by other arrangement. All materials provided by NAVITAIRE are in the English language unless otherwise specified within this Agreement.

29

3.8

**Project Reporting.** During the course of Implementation Services, the NAVITAIRE Project Manager will provide the Customer with:

(a) Weekly Project Plan Update and Status Report; (b) Weekly Updated Issues/Resolution List; and (c) Executive Summary.

(a)

**Weekly Project Plan Update and Status Report.** Weekly status reports will be transmitted to Customer each Monday during the provision of Implementation Services. This report will include updated status on the implementation process and an updated project plan. A list of the following week's tasks and goals will be included in the report.

(b)

**Weekly Updated Issues/Resolution List.** Weekly updated issues/resolution lists will be forwarded to Customer on the same schedule as the Weekly Project Plan Update and Status Report. The Issues/Resolution List will include specific additional items discovered in the project analysis, or critical issues that deserve heightened priority apart from the project plan. The Issues/Resolution List will include the task, party responsible, date, open/close status, priority, and date of closed task. Every issue will be given a priority relative to a mutually agreed priority with Customer. Priorities will be ranked 1-5, 1 being most critical. Below is a description of each priority:

- **Priority 1 - Urgent.** All issues included in this priority are deemed critical and will be given priority attention. These issues may affect a milestone or dependency related to the Target Date completion of conversion services. Issues in this category are critical to resolve prior to other project dependencies and milestones being completed.
- **Priority 2 - High.** Issues included in this priority may affect the Target Date and require resolution prior to the completion of conversion services.
- **Priority 3 - Medium.** Issues included in this priority are not required prior to completion of conversion services, but must be finished prior to the end of Implementation Services.
- **Priority 4 - Low.** These items are not critical to either the completion of conversion services or Implementation Services but require monitoring for subsequent follow up or entry into NAVITAIRE's Internet based customer support tool.
- **Priority 5 - Excluded.** These items are deemed excluded and are either unnecessary or may be addressed in a business process change or work-around.

- (c) **Executive Summary.** An Executive Summary will be provided to both the NAVITAIRE and Customer Executive Sponsors upon reaching critical milestones. These milestones will be established mutually with the Customer as the final project plan has been established.

30

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**3.9 Implementation Services Time Frame**

- 3.9.1 During the course of planning discussions related to this Agreement, NAVITAIRE acknowledges the Target Date as requested by the Customer for completion of applicable portions of the Implementation Services. The Target Date for completion of the Implementation Services is no later than November, 2007. NAVITAIRE and Customer will detail dependencies of the project plan, in order to confirm the Target Date achievability.
- 3.9.2 Beginning on the Effective Date of this Agreement, NAVITAIRE agrees to work with Customer, using commercially reasonable efforts, to plan, coordinate, and to make progress toward completion of the required Implementation Services within the time frame preceding the Target Date. NAVITAIRE further agrees to initiate, mutually with the Customer, project-scope-analysis and project-planning communication to establish the final schedule for Implementation Services.
- 3.9.3 Customer understands that the Target Date is subject to change, as such date is dependent on, among other matters, certain third party agreements on behalf of both the Customer and NAVITAIRE. These third party agreements may include, but are not limited to, the following:
- Airport facility use agreements.
  - All telecommunications and data circuits.
  - Credit card settlement and authorization agreements.
  - Centralized Reservation System/Global Distribution System (CRS/GDS/ARS) agreements and host provider(s) certification process.
  - Data conversion systems.

Customer will immediately establish a primary technical Project Manager contact that will be assigned to interact with the Project Manager appointed by NAVITAIRE. Failure to appoint this individual will jeopardize the delivery of Implementation Services by NAVITAIRE.

- 3.9.4 Upon completion of the Implementation Services as described in this Exhibit A, Section 3, NAVITAIRE will provide written notification to the Customer Account Liaison named in Exhibit D, Section 2.

**3.10 Data Conversion and Import Services**

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**3.10.1** **Conversion Services.** If Customer has been using a third party reservation system, Customer will be responsible for converting existing reservations data into the required Hosted Reservation Services format. Hosted Reservation Services file format requirements and specifications are available to Customer upon request.

31

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**3.10.2** **Data Conversion Assistance.** If Customer desires assistance with data conversion services from a third party reservation system, NAVITAIRE will review this request, and if accommodated, such assistance will be provided on a time and materials fee basis.

**3.10.3** **Data Import Services.** NAVITAIRE will automatically convert and process the Customer's PNRs into the Hosted Services System. The data conversion process will take place in three steps:

- **Extract.** An extract process will retrieve all reservations that have a flight record with an open future travel date. Only complete, or valid, reservations will be extracted from the previous reservation system data file.
- **Conversion.** After a 'block' of reservation data is extracted, the corresponding output file will be transferred to the new environment. A data validations routine will perform audits of the data quality.
- **Import.** Upon completion of the first extract file of clean data, an import routine will transfer the clean data to the New Skies compliant databases in segmented extracts. While the first is transferring, a concurrent process will commence on the second extract, transfer and import to expedite data transfer.

### **3.11 Reservations History Capture for Third Party Revenue Management Systems**

If Customer is not yet using a revenue management system, or is using a third party revenue management system, additional fees will apply to capture reservations booking history data from Hosted Reservation Services. Applicable charges are outlined in Section 8.4 of this Exhibit A.

## **4 Data Circuits**

**4.1 Primary and Backup Data Circuits.** Customer shall be responsible for all telecommunication dedicated, dial-up, or wireless circuits used by Customer in connection with the transmission of data between the Hosted Services System and the Customer's site(s), as stated in Section 4.9 of this Agreement.

**4.2 Facility Locations.** The facility locations provided for in this Agreement are as follows:

- The NAVITAIRE Hosted Reservation data center will be located in Minneapolis, Minnesota, USA.

32

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- The Customer's primary data center will be located in Detroit (area), Michigan, USA. The Customer will be permitted to move the primary facility upon reasonable notice to NAVITAIRE. Customer will be responsible for any costs incurred by NAVITAIRE due to the move of the Customer's primary facility. The Customer will also be permitted to maintain one or more backup facilities in its discretion at Customer's sole cost.

## 5 Included Support

- 5.1** **Support Centre Support.** NAVITAIRE will include English-speaking Support Centre Support via e-mail, an Internet application, or telephone. An up-to-date version of NAVITAIRE's Support User Guide will be available to Customer on NAVITAIRE's Customer Care web site.

The allotment of hours for included support is for the specified period only and may not be carried forward. Allotted monthly hours of Support Centre Support are not deducted for emergencies, System Error reporting and use of the online support system. All other related hours are deducted in fifteen (15) minute increments with a minimum of fifteen (15) minutes per occurrence. Included Support for Hosted Reservation Services is provided at the following levels:

- 5.1.1** **Initial Support.** Included in the first thirty (30) days following the implementation of Hosted Reservation Services, Customer is allotted, at no additional charge, a maximum number of included Support Centre Support hours as described in Exhibit A, Section 8.3. If Customer utilizes the Support Centre more than the allotted number of hours, the Support Fees in Section 5.3 hereof will apply.

- 5.1.2** **Basic Support.** After the expiration of initial support, Customer is allotted, at no additional charge, a maximum number of included Support Centre Support hours as described in Exhibit A, Section 8.3. If Customer utilizes the Support Centre more than the allotted number of hours, the Support Fess in Section 5.3 hereof will apply.

- 5.2** **Hours.** NAVITAIRE Support Centre Support is available twenty-four (24) hours per day, seven (7) days per week, excluding NAVITAIRE holidays (Christmas Eve, Christmas Day and New Year's Day).

- 5.3** **Support Rate.** Hours more than the applicable initial or basic support for the Support Centre will be invoiced at the rate specified in Exhibit A, Section 8.3.

- 5.4** **Available Assistance.** The NAVITAIRE Support Centre may be contacted for assistance in the following areas. All services are in English, unless otherwise specified in this Agreement.

- 5.4.1** **Emergency.** An Emergency is defined as an aircraft incident or emergency on behalf of the Customer, or Interrupted Service. Hosted Services System outages due to Customer misuse of the Hosted Services System will incur Support Fees at the rate specified in Exhibit A, Section 8.3.

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- The NAVITAIRE Support Centre may be reached, without charge, in the event of an Emergency twenty-four (24) hours per day, seven (7) days per week by calling the number provided in Exhibit C, Section 1.

- The Customer will be requested to call the Support Centre and report the Emergency, in English, to the representative, or if all representatives are busy with other calls, a message may be left in English on the voicemail response system, which will page an appropriate contact. A representative of NAVITAIRE will return the Customer's call within ten (10) minutes with an acknowledgement and initial response to the Customer.
- Provided the Emergency is due to an outage of the Hosted Reservation Services, NAVITAIRE will advise Customer as described in Exhibit A, Section 9, regarding the status of the error or problem and the anticipated period to resolution. During normal business hours, both the NAVITAIRE Account Manager and Customer Account Liaison will be notified and briefed on the situation, with a further escalation to the Executive Sponsors for any outage exceeding one (1) hour. The Executive Sponsors will determine whether further escalation to the CEO or President level of each company is necessary.
- Customer is required to provide NAVITAIRE with an after-hours emergency contact numbering Exhibit D, which will be answered by the Customer when called by the NAVITAIRE support representative.

**5.4.2** **Error Reporting.** Customer may report an identified Hosted Reservation Services System Error at no additional cost through the Customer Support line or the Internet based customer support facility.

**5.4.3** **Request Reporting.** Customer may utilize the NAVITAIRE Internet support tool to contact the NAVITAIRE Support Centre electronically for the following service requests:

- Enhancement Requests
- New product concepts or requests
- Additional training requests
- Consulting services

These services are subject to the Service Fees as described in Exhibit A, Section 8.3 and are accepted at the discretion of NAVITAIRE. If the request is accepted by NAVITAIRE, a price quote and time schedule will be generated. The Customer will then decide whether to authorize the work to be performed by NAVITAIRE.

- 5.5** **Direct Consultation.** Direct Consultation is defined as Customer-initiated contact directly to NAVITAIRE research & development personnel, thereby bypassing the NAVITAIRE Support Centre. The rates for Direct Consultation will also apply to any Customer issue which requires NAVITAIRE research & development personnel assistance that is not related to the resolution of a System Error. (An example of this might include assistance with Customer's non-standard Data Extract tool.) Direct Consultation will be invoiced at the applicable rate described in this Exhibit.

## 5.6 Third Party Interfaces

- 5.6.1** NAVITAIRE will supply and support defined interfaces to third party system utilized by the Customer only if listed in this Section or as mutually agreed in a statement of work including any additional charges that may apply.
- 5.6.2** Unless third party software is incorporated into the Hosted Services System and indicated specifically in the specifications included in this Exhibit or in a statement of work, neither NAVITAIRE nor such third party shall be liable for the performance or failure to perform of the other.

## 6 New Skies by Navitaire Functionality included in Hosted Reservation Services

The following pages itemize the basic and optional products and features that, depending on terms of the contract, as defined in Section 2 of this Exhibit A, may be included in this Agreement. This list may be expanded in the future based upon new releases. Functionality not be removed unless mutually agreed with Customer and NAVITAIRE.

SkySpeed Call-Center Reservation System	
<b>General Features</b>	
<ul style="list-style-type: none"> <li>• Graphical reservations screens.</li> <li>• Fee entry and payment collection.</li> <li>• Automatic payment verification (credit card confirmed, pending or declined)</li> <li>• On-demand itinerary print capability.</li> <li>• Auto queue capability for quality control.</li> <li>• Daily reservations information display.</li> <li>• Company-wide ability to access fully functional training and test systems.</li> <li>• Incorporated role-based user security.</li> <li>• Ability to customize information required, e.g. mandatory, optional or not applicable.</li> </ul>	
<b>Availability and Fare Look-up</b>	
<ul style="list-style-type: none"> <li>• Integrated flight availability and applicable fares display.</li> <li>• Availability searches by (a) flight type, (b) fare class, (c) maximum fare, (d) day of week, (e) multiple outbound and return dates, (f) multiple airport city, (g) connection type, (h) departure time, (i) maximum number of connections.</li> <li>• Interactive calendar.</li> </ul>	

<ul style="list-style-type: none"> <li>• Displays showing (a) total price by PNR and by individual passenger; (b) totals in multiple currencies, (c) fare rules, (d) manifest.</li> <li>• Real-time SSR inventory availability.</li> </ul>
<b>Booking Engine</b>
<ul style="list-style-type: none"> <li>• Ability to book, change, divide, and cancel reservations.</li> <li>• Ability to book unlimited number of passengers per PNR as defined by role.</li> <li>• Ability to reserve unlimited number of flight segments per passenger, per PNR.</li> <li>• Ability to book multiple flight connections.</li> <li>• Ability to book non-revenue and revenue standby passengers.</li> <li>• Ability to override fares dependent upon user security settings.</li> <li>• Ability to assign multiple Special Service Request (SSR) codes to an individual passenger.</li> <li>• Ability to add individual passenger identification documents.</li> <li>• Optional seat map display showing actual seat availability.</li> <li>• Optional pre-assigned seating.</li> <li>• Ability to enter multiple addresses and phone numbers in a single booking.</li> <li>• Auto-populate name and address from stored phone number.</li> <li>• Ability to issue itinerary at airport or by mail, fax, e-mail, or XML feed to desired system.</li> <li>• Multiple language support for itinerary printing.</li> <li>• Ability to create airline defined mandatory comments.</li> <li>• Three optional PNR comment types: Freeform, Manifest, and Itinerary.</li> <li>• Ability to create up to six default pre-defined comments by user role and comment type.</li> <li>• PNR comments limited only by database capacity.</li> <li>• Ability to display real-time Flight Following information.</li> <li>• Ability to associate a seat fee with a pre-assigned seat during booking.*</li> <li>• Ability to require the same city pair on moves.*</li> <li>• Ability to restrict or allow fare overrides once flights have been closed.*</li> </ul>
<b>Customer Management</b>
<ul style="list-style-type: none"> <li>• Ability to create/edit customer profiles, which includes personal details such as gender, travel documents, contact information and general comments.</li> <li>• Ability to create customer ID's containing up to ten numeric digits.*</li> </ul>
<b>Travel Agent/GDS Support (GDS Optional Connectivity)</b>
<ul style="list-style-type: none"> <li>• GDS or third party record locator cross-reference for PNR retrieval.</li> <li>• Customer, travel agency and corporate profiles maintained real-time.</li> <li>• Travel agency or corporate number capture.</li> <li>• Private Fares available to specific organizations.</li> <li>• Automatic entry of the agency or corporate number upon agent login.</li> <li>• Temporary login limited to a user associated with the same travel agency or corporation as the person currently logged in.</li> </ul>
<b>Airline-Specific PNR Preferences</b>
<ul style="list-style-type: none"> <li>• Define address input requirement.</li> <li>• Enable (required or optional)/disable address fields.</li> <li>• Enable (required or optional)/disable e-mail address.</li> </ul>

<ul style="list-style-type: none"> <li>• Enable (required or optional)/disable itinerary distribution option.</li> <li>• Ability to require passenger telephone number input.</li> <li>• Ability to book a past-date flight.</li> <li>• Enable (required or optional)/disable passenger titles and genders.</li> <li>• Enable optional passenger detail information - identification number, passport and visa details, infant name, gender, and age.</li> <li>• Allow PNR hold in SkySpeed for declined credit card.</li> </ul>
<b>User and Airline Support Tools</b>
<ul style="list-style-type: none"> <li>• Ability to create and maintain system users and apply role-based system configuration settings by user groups.</li> <li>• Individual user, password-protected login.</li> <li>• Temporary supervisory log-in to perform secure functions.</li> <li>• Configurable logoff time value for inactive sessions.</li> <li>• Scratch pad for call-specific notes.</li> <li>• General airline policies and procedures reference system; ability to maintain and manage airline policy and procedure information to include text information, images and URL links.</li> <li>• Complete online user help.</li> </ul>
<b>SkySales - Internet Reservation System</b>
<b>General Features</b>
<ul style="list-style-type: none"> <li>• Ability to customize graphics and HTML display elements through XSLT.</li> <li>• Server enforced role-based configuration controls to define application business logic.</li> <li>• Customizable market date (origin and destination airport codes, currency codes and time zone settings).</li> <li>• Customizable lists and codes for aircraft types and credit cards.</li> <li>• Customizable contact information lists (states/provinces, countries).</li> <li>• Customizable "look and feel" of many booking controls.</li> <li>• Configurable itinerary distribution options.</li> <li>• Support for localization (multiple languages) through the customization libraries.</li> <li>• Support for local time settings by city.</li> <li>• Ability to offer promotions to customers or travel agents.</li> <li>• Ability for customers to self-register and manage online profile.</li> <li>• Ability for registered members to retrieve and view past and future bookings.</li> <li>• Full validation of form elements using JavaScript.</li> <li>• Future expandability through modular architecture.</li> <li>• Supported browsers include Netscape 4.7 or higher and Internet Explorer 5.0 or higher.</li> </ul>
<b>SkySales - Booking Module</b>
<ul style="list-style-type: none"> <li>• Ability to book, change and cancel reservations.</li> <li>• One-way and round-trip (return) and open jaw options.</li> <li>• Multi-leg, multi-segment flight support.</li> <li>• Route-aware origin and destination lists.</li> <li>• Single and date-range availability.</li> <li>• Airline configurable day-of-flight booking.</li> <li>• Interactive popup calendar.</li> </ul>

- Online redemption of promotion discounts.
- Online redemption of electronic vouchers.
- Ability to assign SSRs (Special Service Requests) online based on availability.
- Support for passenger types.
- Ability to associate passenger titles with passenger types.
- Ability to configurable number of passengers per booking by booking source.
- Option to display single or multiple fares per flight.
- Request single fare class, single fare level, or dual fare levels.
- Ability to provide discounted web and 'regular price' comparisons.
- Individual passenger type fare display.
- Compact "Search Again" display retains customer's previous query settings.
- Display flights and fares selected by user prior to purchase.
- Summary or detailed price quote, including tax breakdown.
- Configurable fare rules display (fare-specific rules, universal rules, or no rule display).
- Optional "I Agree To Terms" enforcement checkbox.
- Optional Secure SSL Encryption, No Encryption, or both.
- Optional SSR fees.
- Configurable contact information lists, input boxes, and requirements.
- Optional inclusion of infant name, age, and adult passenger association in manifest comments.
- Real-time credit card validation and authorization including configurable controls for pending and declined cards.
- Display of confirmation number, itinerary, contact, passengers, payment, billing, fare rules, and terms.
- Optional link to external pages.
- Ability to require the same city pair on moves.\*
- Ability to display fares lower than the original fare in SkySales.\*

#### **SkyPartner - Travel Agency and Corporate Booking Module (if applicable)**

- Ability for travel agency to register IATA/ARC/ATOL/BSP number and password with airline.
- Ability for business to register corporate account number and password with airline for discounts, tracking, and billing.
- Ability for unregistered/unrecognized agencies to book flights prior to airline validation.
- Ability to validate/activate a pending agency/corporation following the agency's online registration.
- Enable travel agency/corporation to update contact information online.
- Ability for registered travel agency to maintain multiple individual agent log-in IDs. Information may be used for commission calculation, reporting, and billing.
- Travel agency number, phone, and address displayed on PNR.

#### **SkySeats - Seat Assignment Module**

- Airline customizable graphical seat map display using airline's aircraft configuration.
- Seat selection from seat map, seat type (window or aisle) or system generated.
- Seat assignment restrictions by role, class of service, and customer recognition level.\*

## SkySchedule - Scheduling Application

### **General Features**

- Ability to create and maintain flight schedules.
- Ability to re-accommodate passengers to other flights.
- Ability to view PNRs and passengers affected by a schedule change.
- Ability to create non-stop flights.
- Ability to create direct and/or connecting, multiple leg flights.
- Ability to maintain routing mileage table for reporting.
- Ability to maintain and compare multiple schedules.
- Ability to change flight time, flight number, status, aircraft type, and cabin configuration.
- Ability to maintain automated or user-defined schedule change queuing.
- Ability to create and modify preliminary schedules off-line prior to activation.
- Ability to display detailed inventory and change history.
- Ability to configure availability display for real-time flight modifications.
- Ability to print flight schedules.
- Ability to maintain airline-specific cities or airport codes in the airport table.
- Ability to generate schedules in industry-standard formats.
- Ability to import and export SSIM files.
- Ability to maintain standby priority of a re-accommodated passenger.

### **Fare and Inventory Management - SkyFare/SkyManager**

- Ability to create and maintain fee types, descriptions, amounts, and currencies.
- Ability to define applicable currency.
- Ability to create and maintain fare rules.
- Ability to set the PNR default currency based on the origin city.
- Ability to apply advance purchase requirement.
- Ability to apply a one-way or return (round-trip) flag.
- Ability to apply seasonality criteria to fares.
- Ability to specify minimum number of passengers required.
- Ability to maintain discrete fare classes (unaffected by standard nesting rules).
- Ability to specify day-of-week stay-over requirement.
- Ability to specify minimum/maximum stay requirement.
- Ability to combine fares.
- Ability to specify valid passenger discount types.
- Ability to delete fare classes.
- Ability to create and modify fares using file import/export.
- Ability to apply global fare changes.
- Ability to differentiate between GDS and internal AU application.
- Support for revenue management interface files.
- Ability to apply fares based on outbound and/or return flight.
- Ability to apply fares with specific travel and sales date restrictions.
- Ability to define fare classes and fare access by user role.
- Ability to define fare type grouping and access by user role.
- Ability to create system-wide default and fare-specific hold settings.
- Ability to validate standby fare classes.

<ul style="list-style-type: none"> <li>Ability to create and maintain SkySpeed and SkySales fare rule files for passenger advice.</li> <li>Ability to define fare override capability by user role.</li> <li>Ability to allow refunds.</li> <li>Ability to enter negative fees.</li> <li>Ability to maintain inventory control.</li> <li>Ability to create organization-specific fares.</li> <li>Ability to implement availability status (AVS) RECAP and/or RESYNC either automatically or manually.</li> <li>Ability to update AUs at a route level.*</li> </ul>
<b>SkyPay - Payment Processing and Settlement</b>
<b>General Features</b>
<ul style="list-style-type: none"> <li>Ability to create and maintain payment types.</li> <li>Ability to enter unlimited number of payments on an individual PNR.</li> <li>Ability to allow PNRs to be ended with partial payment specific by role.</li> <li>Ability to allow PNRs to be ended with a negative balance.</li> <li>Ability to authorize credit cards manually.</li> <li>Ability to restrict refunds by payment type and/or user group.</li> <li>Ability to reverse a previously entered payment.</li> <li>Support for the following credit card transaction types: American Express, MasterCard and VISA.</li> <li>Settlement handled via the merchant bank or clearing service is determined by customer's geographical region and approval of NAVITAIRE.</li> <li>Ability to select bank direct payments via SkySpeed and SkySales.*</li> <li>Ability to require AVS and CW for payment verification purposes via SkySales and/or SkySpeed.*</li> </ul>
<b>SkyPort - Airport Check-In System</b>
<b>General Features</b>
<ul style="list-style-type: none"> <li>Support for pre-assigned seating, use system generated check-in number.</li> <li>Support for printing boarding passes on a peripheral printer (supported printers may be found under Customer Requirements; Equipment Specifications).</li> <li>Ability to generate confirmed flight passenger lists.</li> <li>Ability to check in one or more passengers booked on the same PNR at the same time.</li> <li>Ability to board one or more passengers booked on the same PNR at the same time.</li> <li>Ability to display standby passenger list.</li> <li>Ability to issue boarding passes and bag tags for standby passengers.</li> <li>Ability to display flight data and remarks.</li> <li>Ability to print flight manifest.</li> <li>Ability to open, close, and lock flights.</li> <li>Ability to create or modify PNRs in real-time.</li> <li>Ability to associate or disassociate a passenger with a customer credit file.</li> <li>Ability to generate connection name list.</li> <li>Ability to generate no-show passenger list.</li> <li>Ability to display inventory.</li> <li>Ability to display daily station specific note pages for company updates.</li> </ul>

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- Ability to print a passenger receipt/itinerary.
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- Ability to apply or change seat assignments.
- Ability to assign or remove SSR codes.
- Ability to display multiple SSR codes assigned to a passenger.
- Ability to assign a voucher to a passenger.
- Ability to input and retrieve Flight Following information.
- Ability to re-accommodate passengers for irregular operations (IROP).
- Ability to display historical manifests including checked and no-show passenger details.
- Ability to report gender count and weight categories for passenger driven weight and balance calculation.
- Support for airport add/collects.
- Support for cash-out sales by agent.
- Support for agent logon security.
- Support for multiple aircraft configurations.
- Ability to hold or block a seat.
- "Get Smart" (GS) general airline policies and procedures reference system.
- Online help system.
- Automatic generation and printing of bag tags.
- Access to airport user reports, Flight Following, Irregular Operations (IROP), and message generation (internal and teletype).
- Ability to cancel/suspend inventory.
- Support for ARINC/MUSE and SITA/CUTE including terminal emulation, boarding pass and bag tag printing (airline certification required).
- Ability to allow or prevent agents from viewing or editing passengers who are on Lock or Warning queues, such as the Watch List queue.\*
- Ability to specify the amount of time allowed to open or close flights after flight departure time.\*
- Ability to prompt for AU updates during equipment swap.\*
- Ability to generate outbound BSM messages.
- Ability to accept and process MVT messages for flight information updates.
- Ability to transmit APIS data directly to government authorities, via EDIFACT messaging.
- Address in country/CBP - APIS enhancements.

**Global Distribution System (GDS) Connectivity**

## General Features

- Offer Type-B messaging capabilities per IATA/Airimp standards, with the following GDSs: SABRE, WorldSpan, Galileo, Amadeus, and Apollo.
- Ability to guarantee ticketing with automated credit card approval/settlement through the SkyPay system.
- Ability to automatically cancel held bookings when payment is not received in the established timeframe, and to send this notification to the GDS/travel agency via Teletype messaging.
- Ability to notify GDS/travel agency of schedule changes via Teletype ASC messaging.
- Ability to transmit availability status messages to GDS customers via teletype AVS messaging.
- Ability to process and reply to initial booking requests, change and cancel requests, DVD (divide number in party) and CHNT (change name) messages.

41

- Ability to calculate price and reply to GDS/travel agency with the "amount due" for the external booking request.
- Ability to define passenger titles accepted and processed from GDS/travel agency booking requests.
- Ability to view all inbound and outbound teletype communications with the GDS/travel agencies within the PNR history, based on user security.
- Ability to view rejected teletype messages with a clearly defined reason for the rejection.
- Ability to correct rejected teletype messages and resend via SkySpeed.
- Ability to validate an agency/corporate number against the airline's internal agency/corporate table.
- Ability to set last seat availability or any specified trigger level for GDS bookings.
- Ability to establish the booking currency using the currency defined in the Type-B message. Ability to use travel agency specific currency (from agency table) if not indicated in the booking message.
- Ability to configure GDS booking configurations to allow or disallow: hold time, promotion codes, agency payment automatic confirmation, name change after ticketing, hold time, and auto-creation of credit upon PNR cancellation.
- Ability to specify which classes of service may be sold by the GDS/travel agency.
- Ability to auto-debit agency credit account for PNR booked or use agency credit when an applicable SSR message is received.
- Ability to maintain travel agency and corporation identification tables.

**Note:** Customer is responsible for negotiating and maintaining the appropriate agreements for this connectivity (typically full availability participation) and for travel agency settlement.

## Instant Pay

- Ability to accept and process passenger or agency credit card for booking confirmation.
- Ability to auto-debit travel agency credit account for booking confirmation or debit agency credit when applicable SSR message is received.

- Payment amount notification returned to travel agent via participating GDS.

### SkyReport - Reporting

#### General Features

- Ability to run 'on-demand' reports which may be exported in various data formats including XML, Excel, PDF and comma delimited.
- Ability to display up to 1,000 city pairs on select reports.
- Option to request NAVITAIRE report development at an additional charge.

#### Standard Reports

The following is an alphabetical list and description of the standard reports available as a part of Hosted Reservation Services. These reports may be added to, deleted, modified, changed, eliminated or substituted for at the discretion of NAVITAIRE at any time. The reports are viewed online via a browser interface.

- **Agency List.** Displays information about the travel agency, corporate or Air Travel Organizer's License (ATOL) accounts that are stored by the airline.
- **Agency List Summary.** Summary view of the *Agency List Report*.
- **Availability Information.** Displays flight availability information, including lid, capacity, seats sold and GDS trigger, for selected flights.

42

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- **Booking by Agent.** Displays total bookings created by a system user, by currency, along with booking status (confirmed or held), number of PNRs, and number of passengers/segments.
- **Bookings by Agent Detail.** Displays detailed information on bookings made by individual booking agents (users).
- **Bookings by Agent Restricted.** Location-specific *Bookings by Agent* report.
- **Bookings by Distance.** Displays base and gross revenue by seat mile/kilometer on a specific date or within a specified date range for flights between two cities.
- **Bookings by Fare Class.** Displays passenger/segment booking and fare totals by fare class.
- **Bookings by Market.** Displays passenger totals, booking amounts, and average fares for individual markets (origin and destination cities).
- **Bookings by Origin.** Displays segment booking information (total segments and fare amounts by currency) for each originating city.
- **Bookings by Source.** Displays the number of segments and total fares, by currency, according to booking source: internal bookings, Internet bookings, GDS (GDS) bookings, and bookings made by travel agencies.
- **Bookings by Time.** Displays booking information in hourly increments. The report breaks out the total number of booked segments and fare amounts for a specific booking date, according to time of day the bookings occurred.
- **Cancellation after Travel Date.** Displays passenger and fare information from cancelled flight segments sorted by date, user ID, and PNR.
- **Cancelled Inventory with Passengers.** Provides the number of passengers who may need to be re-accommodated to another flight due to a cancellation of the original flight(s).
- **Check-In.** Displays the check-in status and phone numbers of individual passengers for a specific flight.

- **Checked Baggage.** Displays baggage information for flights on a specific date or within a specified date range.
- **City Pair Load Factor.** Displays passenger totals, load factor, ASM, Revenue, RPM, yield, RASM, and other data by city pair as well as by individual flights serving each city pair.
- **Commissions Incurred.** Displays commission information for each agency/corporation generates bookings for the airline.
- **Confirmed Bookings by Date.** Displays reservation, passenger, segment, and revenue totals, by currency code; it also provides separate listings for travel agency/corporate reservation, passenger, and segment totals.
- **Credit Shell/File.** Displays credit shell/file activity and balance on a specific date or within a specified date range.
- **Credit Shell/File Expired.** Lists expired credit files and credit shells for a specified time period.
- **Days-Out Bookings.** Displays information about segment bookings made on a specific date, showing the days in advance of (days out from) the actual travel date these bookings were made.
- **DOT Non-Stop Market.** Designed to meet U.S. Department of Transportation requirements, this report displays non-stop market information, including revenue flights, payload, available seats, revenue passengers, and minutes a flight is airborne.
- **DOT On-Flight Market.** Designed to meet U.S. Department of Transportation requirements, this report displays passenger totals for flown flights within specified markets.

- **DOT 10% Sampling.** Designed to meet U.S. Department of Transportation requirements, this report provides fare and itinerary information on a 10% random sampling of the confirmed, revenue generating passengers for a quarter.
- **Duplicate Bookings.** Displays different PMRs for the same flight and date that contain identical passenger names.
- **Earned/Unearned Revenue.** Displays information on earned (flown) revenue, unearned (no-show, unflown) revenue, or both for flights between a designated city pair.
- **Enplanements / Deplanements.** Displays either enplanements or deplanements by airport on a specific date or within a specified date range.
- **Fare Overrides.** Displays fare override information by agent, including original fare amount, amount actually charged (overridden fare), and amount discounted.
- **Fees and Discounts.** Displays fees and discounts, by currency and type, entered into the system.
- **Flight Capacity/Lid.** Displays information on seat capacity (or lid), availability, and load percentages.
- **Flight Close.** Displays final close out information for a specific flight, including passenger names and passenger status information.
- **Flight Line.** Displays passenger counts for a specific flight or all flights on a specified date.
- **Flight Load.** Displays passenger totals for flights on a specified date, including the number boarding in the departure city, number traveling through, total passengers, and number checked in.
- **Flight Schedule.** Displays scheduled departure cities and times for flights, as well as the number of stops a particular flight makes and the days of the week it flies.
- **Flight Specific Load Factor.** Displays load factor information for one or more day(s) of the week, for one or all origin or destination cities, or for a specified range of flight numbers.
- **Inventory Capacity.** Displays capacity, lid, net seats sold, and seats sold today for flights between different city pairs.
- **Load Factor Search.** Displays above or below load factor percentage based on capacity or lid.
- **Lock List.** Displays all passengers on PNRs that are on the lock list by flight date and origin location.
- **Lock List History.** Allows the user to view or print all PNRs that have been cleared on a selected date.
- **Manifest with Trip Detail.** Displays detailed trip information for each passenger booked on a specific flight.
- **Net Sales.** Displays the sales netted, including the breakdown of the segment charges, fees and taxes for a selected period. Additionally, an error report titled Sales Exceptions may be printed. The Sales Exceptions report displays a list of the PNRs that have segment and payment amounts not in balance.
- **Payment Receipts.** Displays information about all payments made on a specified date, including payment or batch code, payment text, PNR, bank authorization, requested amount, and payment amount.
- **Payment Receipts Restricted.** Location specific Payment Receipts Report.
- **PNR Out of Balance.** Displays information on reservations that have a credit and/or balance due.

- **PNRs on Queue.** Displays information about all PNRs that are currently awaiting processing in one or more queues.
- **Promo Codes by Booking Date.** Displays information on PNRs with promo codes booked on a specific date or within a specified date range.
- **Promo Codes by City Pair.** Displays information on promo codes booked for a specified city pair.
- **Refunds.** Displays refunds made by a specific department(s) on a specific date or within a specified date range.
- **Revenue by Distance.** Displays base and gross revenue by seat mile/kilometer on a specific date or within a specified date range for flights between two cities.
- **Revenue by Fare Class.** Displays revenue by fare class on a specific date or within a specified date range.
- **Revenue by Flight.** Displays revenue by average seat mile/kilometer for individual flights.
- **Revenue by Market.** Displays passenger totals, booking amounts, and average fares for individual markets (origin and destination cities).
- **Sales Exceptions.** Provides a list of the PNRs that have segment and payment amounts not in balance.
- **Seat Assignments.** Displays the name, PNR, and status of each passenger by assigned seat for a specific flight.
- **Seats Sold by Fare Class.** Displays the number of seats sold in each fare class by flight date and flight number within a specified date range.
- **Segment Activity by City Pair.** Displays information, broken down by city pair, on confirmed and/or unconfirmed booking amounts and passenger totals.
- **Travel Agency Payments.** Displays information on payments made to an individual travel agency or all travel agencies.
- **Unapproved Payments.** Displays all payments, by payment dates, that are currently pending or have been declined.
- **Voucher Status.** Displays status information on vouchers associated with a particular voucher code or all voucher codes.
- **Watch List Detail.** Allows you to print all data for a single Watch ID, a range of Watch IDs, or all Watch IDs. This report displays name, place of birth, all alias names, all addresses, all dates of birth, all phone numbers, all e-mail addresses, and all other data that has been entered.

#### Flight Information Control and Display (FLIFO)

##### **General Features**

- Ability to input and update flight departure and arrival information.
- Ability to accept and transmit industry MVT messages.

#### Agency Billing and Commissions

##### **General Features**

- Ability to create, maintain and retrieve travel agency commissions, charges and payments data.
- Ability to set up to four different commission rates based on distribution channel for each agency.
- Ability to create an invoice line of credit for travel agencies and corporations.

<ul style="list-style-type: none"> <li>• Ability to schedule XML extract containing agency billing and commission data.</li> <li>• Ability to calculate commissions at statement date.*</li> <li>• Ability to include the journey details in the ABC (Agency Billing and Commission Extract).*</li> </ul>
<b>SkyManager - Configuration and Management Utility</b>
<p><b>General Features</b></p> <ul style="list-style-type: none"> <li>• Graphical tool provides single point for management of system settings, airline, and user configurations.</li> <li>• Ability to create and maintain passenger-discount-type codes by currency, discount percentage or amount, applicable fare class(es), and applicable taxes.</li> <li>• Ability to define user security roles and login requirements.</li> <li>• Define vouchers to include credit type, expiration, maximum passengers, class of service, travel dates and market restrictions.</li> <li>• Ability to allow and restrict advanced seat assignments by role.</li> <li>• Ability to maintain individual airline country codes.</li> <li>• Ability to maintain individual airline currency codes.</li> <li>• Ability to create and maintain daily and real-time company notes.</li> <li>• Ability to allow or restrict overbooking.</li> <li>• Ability to move a passenger to an alternate flight (up to 999 days) while retaining the original confirmed fare and taxes.</li> <li>• Ability to utilize IATA and/or airline-specific SSR codes.</li> <li>• Ability to create and maintain taxes.</li> <li>• Ability to create and maintain travel fees.</li> <li>• Ability to specify SSR inventory by aircraft type.</li> <li>• Ability to maintain delay code table.</li> <li>• Ability to create and maintain passenger discount types.</li> <li>• Ability to create and maintain promotional discount codes.</li> <li>• Ability to create and maintain queues.</li> <li>• Ability to apply payment fees in any of the sales applications and to configure as a fixed amount or a percentage. Fees can also be configured to be charged per flight segment, per passenger, or per itinerary.*</li> <li>• Ability to synchronize inventory between multiple systems.*</li> <li>• Ability to set restriction levels on individual queue categories.*</li> </ul>

- Ability to set fee amounts based on the channel through which a booking is made or edited.\*
- Ability to prompt with a warning when making tax or fee rate changes.\*
- Ability to apply or exempt penalty fees upon reservation changes or cancellations based on the following values: Organization, Person or Fare Class.\*
- Ability to allow stations to be exempt from certain taxes and fees; for example, rural airports where a PFC is not charged.\*
- Ability to set variable credit expiration criteria for credit types.\*
- Ability to add variable taxes for fees.\*
- Ability to add payment validation and authorization restrictions.\*
- Ability to allow Web Services to be managed by the system master using roles and permissions. This functionality allows the enabling and disabling of Web Service methods (functions) with granularity to the method level.\*

46

<b>Message Interface (Type B)</b>
<ul style="list-style-type: none"> <li>Support of the following Type B messages:           <ul style="list-style-type: none"> <li>Baggage Service Messages (BSM).</li> <li>Operation System Messages, PXA, PXB, MVT.</li> <li>Accept and reply to AIRIMP industry standard booking messages.</li> </ul> </li> </ul>
<b>Security</b>
<b>General Features</b>
<ul style="list-style-type: none"> <li>Ability to hide or display the credit card number used as payment on a PNR.</li> <li>Create and maintain table of restricted credit cards.</li> <li>Ability to enable or disable the security watch list.</li> <li>Ability to define and maintain government or airline watch list for reservation/passenger matching, queuing and check-in lock.</li> <li>Option to require a unique customer ID for each passenger booked in a reservation.</li> <li>Ability to automate updates to the U.S. Securities Watch List through a scheduled job.*</li> </ul>
<b>Customer Support System</b>
<b>General Features</b>
<ul style="list-style-type: none"> <li>Integrated system monitoring "Site Scope".</li> <li>NAVITAIRE has an established review process for managing online Incident Problem Requests (IPRs) and Software Change Requests (SCRs) that provides customers with the following:           <ul style="list-style-type: none"> <li>Ability to submit online service requests 7 days per week/24 hours per day.</li> <li>Ability to review status, research notes, assigned priority, etc., of an online incident problem and request at any time.</li> </ul> </li> </ul>

- Ability to search for specific requests and print them onto a report.
- Ability to enter update information regarding existing incident problem and request online at any time.
- Ability to attach up to 5 files to an incident problem and request.

#### **Application Program Interfaces (APIs)**

##### **General Features**

Navitaire offers optional Web Services that enable select API functions supported by the New Skies Reservations system. These APIs support a number of functions including:

##### **Booking API Functionality**

- Ability to obtain inventory and fare availability for flights in a market.
- Ability to obtain inventory and fare availability for a whole itinerary.
- Ability to price an itinerary including all fares, taxes, and fees.
- Ability to display fare rule content.
- Ability to create or cancel bookings for specified flights.
- Ability to obtain SSR availability for specified flights.
- Ability to book or cancel specified SSRs.
- Ability to retrieve a booking by record locator.
- Ability to display seat maps for specified flights.
- Ability to assign or unassign seats on specified flights for one or more passengers.

- Ability to accept schedule changes made to segments in a booking.
- Ability to retrieve bookings by specified search criteria including 3<sup>rd</sup> party record locators.
- Ability to display booking history and payment information.
- Ability to retrieve stored baggage information by record locator.

#### **Check-in API Functionality**

- Ability to interact with 3<sup>rd</sup> party vendors including kiosk check-in service providers.
- Ability to retrieve passenger and flight information by credit card, passenger record locator, flight and passenger name, or customer number.
- Ability to display airline generated seat maps.
- Ability to request or change seat assignments for specified passengers.
- Ability to confirm the check-in status for specified passengers and generate boarding passes.
- Ability to generate baggage tags for specified passengers.
- Ability to reprint boarding passes for checked-in passengers.

#### **Voucher API Functionality**

- Available for a third party vendor to create and void vouchers.

#### **Optional Hosted Web Check-in (Not Applicable)**

#### **General Features**

- Ability to retrieve passenger and flight information by credit card number, passenger record locator, flight and passenger name, or customer number.
- Ability to display airline generated seat maps.
- Ability to request or change seat assignments for specified passengers.
- Ability to confirm the check-in status for specified passengers and generate boarding passes.

\* *Functionality available in New Skies Release 1.2.5 and subsequent releases.*

NAVITAIRE will work with Customer to assist in making the system able to perform the functions in such a fashion as to allow Customer to comply and to demonstrate compliance with laws, regulations, ordinances, directives, etc. applicable to Customer, including, without limitation, those of the Transportation Security Administration, the Department of Homeland Security, Customs and Border Protection, and the United States Department of State. NAVITAIRE and Customer will work to together to prioritize any changing requirements and will use the process described in Sections 9.4.2 and 9.4.3 of this Exhibit A.

As a service provider, NAVITAIRE will evaluate and implement improvements to the underlying New Skies architecture. NAVITAIRE shall use reasonable commercial effort to mitigate the impact that changes to the architectural components of the Hosted Software may have on Customer system compatibility. Improvements can include both third party products (i.e. database) and NAVITAIRE developed architectural components. Navitaire shall also use reasonable commercial effort to upgrade these components to help maintaining third party support. Navitaire is currently aligned closely with our key technology providers and does evaluate products prior to general public release. Customer can request upgrades to the underlying New Skies architecture as outlined in Exhibit A, Section 9.4.

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#### **Customer Hardware, Software, Connectivity and Network Requirements**

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**7.1 Upgrades.** Subject to Article 7.3 of the Agreement, Customer is required to maintain the latest version of supported NAVITAIRE and related third party software as directed by the NAVITAIRE Support Centre. Upon receipt of upgraded software, newer versions or software, or notification of third party software updates, Customer must update their software versions within thirty (30) days. Failure to complete the advised upgrades may result, at NAVITAIRE's option, in the suspension of Included Support as described in Exhibit A, Section 5.

**7.2 Equipment Specifications.** These equipment specifications outline the required, supported hardware and software necessary for the proper function and efficient operation of the Hosted Reservation Services and applicable products. Unless otherwise specified in this Agreement, the equipment and software listed below are the responsibility of the Customer. This list may not be all-inclusive, depending on the technical requirements of the Customer.

All specifications are subject to change. Customer will be provided with not less than sixty (60) days notice of incremental hardware upgrade requirements. Should incremental hardware changes place an unreasonable financial or operational burden on Customer then NAVITAIRE and Customer will mutually agree on an acceptable upgrade schedule and potential modifications to the included Support as described in Exhibit A, Section 5.

**Call Center PC/Workstation (for SkySpeed)**

- **Processor:** Intel Pentium class processor (any speed greater than 1 GHz). This includes Pentium 4 and M class machines.
- **Disk space:** Minimum of 10 GB of hard disk space for operating system and NAVITAIRE software.
- **Operating system:** Microsoft Windows 2000 and Windows XP operating systems
- **Monitor:** 15" color SVGA monitor (minimum of 1024x768 resolution). Non-interlaced monitors recommended.
- **Memory:** Minimum of 256 Megabytes of RAM.
- **Network interface card:** 100MB Network Interface Card (TCP/IP protocol).
- **Mouse:** PS/2 Mouse or other Microsoft Compatible Pointing Device.

**Airport Check-In PC/Workstation or Terminal**

A Wyse model 52 terminal or a PC Workstation with a configuration as follows:

- (a)     **Processor:** Intel Pentium class processor (any speed greater than 500 MHz). This includes Pentium II, and Pentium III class.
- (b)     **Disk space:** Minimum of 4 GB of hard disk space for operating system and NAVITAIRE software.

- (c) **Operating system:** Airport Check-In software runs with the terminal emulation software listed below and Microsoft Windows 2000.
- (d) **Monitor:** 15" color SVGA monitor (minimum of 1024x768 resolution). Non-interlaced monitors recommended.
- (e) **Memory:** Minimum of 128 megabytes of RAM.
- (f) **Network interface card:** Network interface card: 100MB Network Interface Card (TCP/IP protocol).
- (g) **Mouse:** Mouse or other Microsoft Compatible Pointing Device.
- (h) **Terminal emulation software:** Reflections (version 6.0 or higher); or Minisoft (version WS92 32 bit) per client workstation; or NAVITAIRE Terminal Emulator.
- (i) **Serial ports:** Minimum of two required.

#### Airport Peripheral Equipment

##### Bag Tag Printers

- IER514 or IER508 TCP/IP bagtag printers. The manufacturer of the printer may supply additional bag tag stock information and specification.
- Vidtronix TCP/IP bagtag printers. This is a new solution and will require custom coding for implementation at the hourly rates described in Exhibit A, Section 8.3.
- ARINC/SITA Common Use Environments.

##### Boarding Pass Printers

- Epson TMT-88 or TMT-90 thermal receipt printers. Specifications for thermal roll stock are available from the printer manufacturer.
- ARINC/SITA Common Use Environments.

#### E-mail Server

- Must be scalable and robust to handle anticipated e-mail volume for receipt e-mailing to passenger.
- Refer to e-mail software instructions and technical documentation for proper hardware configuration.
- Customer may consider third party e-mail hosting or e-mail broadcast services available.

#### Fax Server

- Must be scalable and robust to handle anticipated fax volume for fax transmissions to passengers.
- Captaris RightFax Server software recommended.
- Refer to fax software instructions for proper hardware configuration and sizing.
- An optional XML feed of itinerary information is available for distribution via your desired fax system.

#### Printers, Scanners, and Peripherals (if applicable)

Customer should contact NAVITAIRE for recent information regarding supported printers and peripherals. Currently supported printers and scanners are:

- **Printers:** Printers that are TCP/IP capable and support the HP JetDirect network interfaces.

• Scanner: Any keyboard-bypass scanner (hooks in via the keyboard port) that supports a Code-39 barcode.
<b>Network Hardware, Software, and Data Circuits</b>
• <b>Data Circuits:</b> Customer must already have or must install the necessary equipment and circuits to support their primary call center sites and remote locations, including field stations. NAVITAIRE requires a LAN/WAN network supporting TCP/IP protocols.
• <b>Routers, DSU/CSUs, and Modems:</b> Customer should contact NAVITAIRE for recent information regarding supported routers and other network communication equipment.
• <b>IP Addressing:</b> NAVITAIRE requires that all hosted Customers use Internet Registered IP addresses on all client workstations or devices that require connectivity to the Hosted Reservation Services. Alternatively, NAVITAIRE requires a NAT (Network Address Translation) router to be installed behind the NAVITAIRE gateway router. The NAT must then have the Internet Registered IP address.
• <b>Customer Provided Data Circuits:</b> NAVITAIRE requires a review of the proposed primary or backup data circuit(s) prior to a third party agreement and installation. Where possible, NAVITAIRE will use reasonable effort to provide all necessary specifications and extend management of the data circuit as permitted by the Customer and the third party supplying the data circuit(s). If VPN connectivity is desired, VPN services will be handled by Blue Ridge Virtual Private Networks; any other VPN providers require NAVITAIRE approval.

**7.3 Third Party Software. Customer is required to purchase directly from providers other related third party software licenses necessary to use the Hosted Reservation Services, including the following:**

- **Local network server operating system(s) license:** Microsoft Windows NT 4.0, Novell, or similar Operating System supporting TCP/IP protocols.
- **Terminal emulation software:** Reflections (version 6.0 or higher); or Minisoft (version WS92 32 bit) on each client workstation requiring access to reporting and airport check-in capabilities.
- **Print spooling software:** Espul software required for non-Jet Direct network printers.
- **Office Extend Fax (Fax server):** (Optional)
- **Reporting:** Microsoft Reporting Services for New Skies report development and access.
- **Airports:** Re-certification of the ARINC/SITA emulators to support the New Skies airport interface.

**7.4 Credit Card Processing Settlement**

**7.4.1 Banks and Services.** NAVITAIRE currently supports the following services for Authorization Services:

- **Credit Card types:** NAVITAIRE currently supports VISA, American Express, MasterCard, JCB, Diners Club, and discover Card Transactions. Not supported are debit cards, ATM cards other credit cards requiring an accompanying Personal Identification Number (PIN).
  - **Debit Cards:** NAVITAIRE currently supports regional debit cards such as Visa Electron (EL), Visa Delta, Visa Connect, Switch/Solo, Maestro, and Laseer. Not supported are debit cards requiring a Personal Identification Number [PIN], ATM cards, or private label credit cards.
  - **ELV:** Ability to use an Elektronisches Lastschriftverfahren (ELV) form of payment through European payment gateway.
  - **Authorization:** Authorization handled via the most appropriate NAVITAIRE supported provider for the Customer's area, such as Vital Systems, FDMS, First Data Merchant Services (USA), BCE Emergis (Canada) and Barclay's or NatWest(UK/Europe).
  - **Settlement:** Settlement handled via appropriate merchant bank or clearing service as determined by Customer's geographical region upon approval of NAVITAIRE. Upon request, NAVITAIRE will provide specifications for settlement records, which are required for conformity by the Customer's selected bank. Upon written notice to NAVITAIRE and to the authorization and settlement institutions, NAVITAIRE may act as the Customer's agent to order and facilitate installation of these circuits.
  - **Verified by Visa & MasterCard Secure Code:** Optional programs for Customer to participate in with their acquiring banks and / or payment service provider. Functionality is fully dependent upon the acquiring bank and / or payment service provider.
  - **Fraud Prevention:** NAVITAIRE will use reasonable commercial efforts to support current and future fraud-detection and fraud-prevention functionality offered by all supported payment authorization services. These efforts will be handled as described in Sections 9.4.2 and 9.4.3 of the Exhibit A.
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- **PCI Compliance:** NAVITAIRE will remain in compliance with the Payment Card Industry's Data Security Standards in force at the time of execution of this Agreement, and as may be applicable to NAVITAIRE. Both parties acknowledge the importance of Customer's ability to accept credit card payments. NAVITAIRE will use commercially reasonable efforts to work Customer in

52

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order to assist in respect of Customer continued acceptance credit card payments. These efforts will be handled as described in Sec9on 9.4.2 and 9.4.3 of this Exhibit A.

- 7.4.2 **Data Circuits.** Customer must arrange and pay for necessary circuits for authorization and settlement file transmissions. NAVITAIRE may act as the Customer's agent to order and facilitate installation of these circuit upon written request by the Customer.

- 7.5 **CRS/GDS Agreements and Connection Fees (to Support Optional CRS/GDS/ARS Connectivity).** Customer must negotiate and have in place, no later than sixty (60) days prior to the Target Date, the necessary participating agreements with each of the NAVITAIRE supported Computerized Reservation System/Global Distribution System providers or airline and associated Airline Reservation System (ARS) providers. Implementation, integration, connection and Service Fees as described in Exhibit A, Section 8 and fine charges may apply. NAVITAIRE will order and facilitate the installation of all circuits required to process CRS bookings, upon written notice from Customer.

53

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## 8 Fee Schedule

All fees in this Section are specified in USD.

### 8.1 Service Fees

#### 8.1.1 Recurring Service Fees - Core Services/Products

Rate Tier	Hosted Reservation Services Airport Check-in and SkySales Internet Suite
	Per Passenger Boarded
All Passengers Boarded	[***] per Passenger Boarded

- (a) **Drop Down Rate.** A drop down rate [\*\*\*] per Passenger Boarded applies to all passengers boarded over the Guaranteed Minimum Passengers Boarded as defined in Section 8.1.1(b) of this Exhibit.
- (b) **Annual Guaranteed Minimum Passengers Boarded "AMGPB".** Customer agrees to guarantee and to pay for a minimum of the total number of passengers boarded according to the table below. This table will also be used for the purposes of calculating the minimum recurring Service Fees, effective upon the Target Date:

Year	Annual Minimum Guarantee of Passengers Boarded "AMGPB"** (Passenger Boarded)
	[***]

Customer may designate the seasonality allocation of this Annual Minimum Guarantee of Passengers Boarded over the Agreement year. For example, [\*\*\*] If the actual Passengers Boarded is in excess of this number then the amount for actual number of Passengers Boarded will be invoiced.

Customer will update the Seasonality Allocation Schedule below annually at least three months prior to the anniversary of the Target Date of the Agreement which Target Date is expected to be November 30, 2007. If the Customer does not designate the allocation by the above date then the percentages for the Seasonality Allocation will continue to be the same as the last ones provided by Customer. It is also agreed that the minimum seasonality percentage will be no less than [\*\*\*] for any month. The Drop Down Rate will apply for all Passengers Boarded in excess of the Number of Guaranteed Minimum Passengers Boarded per month as detailed in the Seasonality Allocation Schedule

**Seasonality Allocation Schedule**

Month	Guarantee Schedule for December 2007- November 2008 Seasonality Allocation	Number of Guaranteed Minimum Passengers Boarded per month based on Annual Guaranteed Minimum Passengers Boarded (% multiplied by AMGPB)**	Minimum Monthly Fee
December	[***]	[***]	[***]
January	[***]	[***]	[***]
February	[***]	[***]	[***]
March	[***]	[***]	[***]
April	[***]	[***]	[***]
May	[***]	[***]	[***]
June	[***]	[***]	[***]
July	[***]	[***]	[***]
August	[***]	[***]	[***]
September	[***]	[***]	[***]
October	[***]	[***]	[***]
November	[***]	[***]	[***]

\* All passengers boarded in excess of these monthly minimum guarantees will be invoiced per terms described in Section 6.3 of this Agreement.

\*\* The total of this column will always equal the applicable year of Annual Minimum Guarantee of Passengers Boarded (AMGPB)\*

(c) **Look to Book Ratio.** To the extent that the Look to Book Ratio for any month exceeds 80:1, NAVITAIRE will invoice and Customer will pay [\*\*\*] for each unit of difference between the actual Look to Book Ratio and [\*\*\*]. Thus, for example, [\*\*\*].

**8.1.2 Monthly Recurring Service Fees - Connectivity Services/Products - GDS/CRS/ARS Connectivity.**

Description	GDS/CRS/ARS Connectivity (Base AVS Type B)
	Price per GDS/CRS/ARS Type B/Teletype Connection
Up to 150,000 segments in PNRs booked via a GDS/CRS/ARS Type B/Teletype.	[***] minimum fee per month per GDS/CRS/ARS
Over 150,000 segments, per segment, in PNRs booked via a GDS/CRS/ARS Type B/teletype	[***] per segment

**Note:** Any applicable message fees, segment fees or data circuits pertaining to the CRS/GDS and/or SITA/ARINC are the responsibility of the Customer, including:

(a) GDS/CRS/ARS Imposed Message Fees (applicable to GDS/CRS/ARS messages only):

Per GDS/CRS/ARS agreement with NAVITAIRE, additional GDS/CRS/ARS fees may be billed to NAVITAIRE. Any and all such fees and/or charges attributable to Customer's Hosted Reservations Services, will be payable by Customer to NAVITAIRE, on a monthly basis. Upon request and on a time and materials basis, NAVITAIRE will provide Customer with a copy of the GDS invoice for Type A/ EDIFACT, Type B/ Teletype, or other related charges with each monthly invoice,

These fees are in addition to the standard Host Reservation Services charges and are subject to any increases imposed upon NAVITAIRE by GDS/CRS/ARS. If GDS/CRS/ARS begins to assess message fees for test messages, these will also be billed cost to Customer at cost.

(b) SITA/ARINC Fees:

All fees from SITA and/or ARINC for routing of traffic need to be billed directly to the Customer. Customer should pursue an arrangement with one or both of these providers independent of NAVITAIRE.

**8.1.3      Monthly Recurring Service Fees - Connectivity Services/Products - APIs.**

Description	Application Programming Interfaces (API) Functionality ] Flat Monthly Fee*
Booking API Functionality	[***] for up to 50,000 booked segments, [***]/booked segment above 50,000
Check-in API Functionality	[***] for up to 50,000 booked segments, [***]/ booked segment above 50,000
Voucher API Functionality	[***] for up to 1M vouchers, [***] over 1M vouchers

\* Use of Standard SkySales toolkit will not incur API charges

**8.1.4      Monthly Recurring Service Fees - Additional Data Storage\*.**

Segment Count	Monthly Fee
For every 1,000,000 Host Segments stored in excess of three (3) months	[***] per month

\* Provides Customer access to completed travel and historical data storage greater than three (3) months.

**8.1.5      Optional Monthly Recurring Service Fees - Connectivity Services/Products - Hosted web Check-in.** (Applicable only if selected in Section 2 of this Exhibit A) NOT INCLUDED:

Description	Hosted Web Check-in NOT INCLUDED
	Flat Monthly Fee
Hosted Web Check-in	[***]

## 8.2 Implementation Fees

Production/Service Description	Implementation Fees* (including Training)
Hosted Reservation Services with SkySpeed Graphical User Interface	[***]
SkySales Internet-Suite	[***]
SkyPort - Airport Check-In	[***]
SkyReports	[***]
Configuration & Maintenance Utilities	[***]
Fare and Schedule Manager	[***]
Standard CRS/GDS/ARS Connectivity and/or/Instant Pay - Type B	[***]
APIs • Booking API Functionality • Check-In API Functionality • Voucher API Functionality	[***]
Hosted Web Check-in	[***]

\* Implementation Fees exclude travel expenses and any new development.

## 8.3 Support Fees

Support Centre Support	Fees*
<b>Initial Support:</b> For first thirty (30) days after implementation, sixty (60) available hours of included Support Centre Support.	[***]
<b>Basic Support:</b> After initial support, ten (10) monthly available hours of included Support Centre Support.	[***]
<b>Additional Normal Hourly Support, Additional Training Requests, or Additional Development scheduled through NAVITAIRE:</b> User support more than initial or basic support hours or as otherwise described in this Agreement.	[***]
<b>Engineer Direct Support:</b> Expert support for the Hosted Reservation Services subsystems, such as SkySales, APIs, GDS Connectivity, or Customer third party systems or interfaces as scheduled through the NAVITAIRE Support Centre.	[***]
<b>Direct Consultation Support:</b> Customer initiated contact directly to NAVITAIRE research & development personnel and other direct consultation, thereby bypassing the NAVITAIRE Support Centre.	[***]

- 8.4** No additional charge will apply with respect to transfer of information to a third party revenue management system.

**8.5 Other Fees**

Other Fees	Fees
Custom Programming	[***]
Dedicated Account Management	[***]
Business Process and Consulting Services	[***]

- 8.6 Payment of Implementation Fees.** Immediately upon signing this Agreement, all Implementation Fees are due and payable. The Implementation Fee due on signing is USD [\*\*\*]. Any remaining balances of all Implementation Fees are due and payable on the earlier of: (a) the day the first production reservation is made using the Hosted Reservation Services; or (b) the Target Date as detailed in Exhibit A, Section 3.9.1 provided, however, that NAVITAIRE does not request a delay as described in this Exhibit A, Sections 8.7.2 and 8.7.4.

- 8.7 Fee Commencement after Implementation.** The following four (4) scenarios will determine the commencement schedule for the monthly recurring Service Fees as outlined in Section 8.1 of this Exhibit and the due date for the remaining balances of the implementation fees:

- 8.7.1 Implementation by Target Date.** Upon availability of the Hosted Reservation Services for use by Customer, effective on the Target Date as detailed in Exhibit A, Section 3.9.1, all remaining implementation fees are due and applicable monthly recurring Service Fees will commence. These fees will commence regardless of actual use of Hosted Reservation Services or subsequent delay by Customer.

- 8.7.2 Requested Delay by NAVITAIRE.** In the event that NAVITAIRE requests a delay in order to complete remaining Implementation Services, the remaining implementation fees will be due and applicable monthly recurring Service Fees will commence only on the commencement of Customer's use of the Hosted Services. NAVITAIRE will provide written notice of the new planned Target Date and outline remaining Implementation Services.

- 8.7.3 Requested Delay by Customer.** In the event the Customer requests a delay in the completion of Implementation Services past the Target Date, remaining implementation fees are due and any monthly recurring Service Fees will remain effective for the duration of the customer-initiated delay. If such requested delay results in rescheduling portions or all of the remaining Implementation Services to the next available timeframe as evaluated by NAVITAIRE, no Service Fees will be in effect for the duration delay due solely to NAVITAIRE'S resource availability.

NAVITAIRE reserves the right to apply additional implementation fees as are necessary and mutually agreed on when rescheduling the Implementation Services due to Customer request. All fees as described in the Agreement and Exhibit A, Section 8.2 are to be applied based on the scheduled Target Date.

- 8.7.4 Mutual Agreement for Delay.** In the event that both NAVITAIRE and the Customer agree to delay in order to complete the required Implementation Services, the remaining implementation fees will be due and the applicable monthly recurring Service Fees will commence on the newly agreed Target Date for the Implementation Services.

59

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## 9 Service Levels and Service Level Targets

- 9.1 Service Level Scope.** The Service Levels contained in this Section represent the target service performance for the provision of the Hosted Reservation Services. Metrics, measurement, and reporting will create performance assessment measures that apply to operations services in the following three service categories:

- System availability targets.
- Metrics, measurement, and reporting.
- Remedies and corrective action.

### 9.2 Service Level Targets

- 9.2.1 System Availability.** NAVITAIRE will seek to provide Customer with an overall Minimum System Availability Target of ninety-nine point eight percent (99.8%) of all Reporting Period Minutes for the applicable Reporting Period. Interrupted Service Minutes will be measured and used to determine the percentage of monthly Hosted Services System availability,

- (a) **Interrupted Service** will be defined as a complete system availability outage, including:

- NAVITAIRE controlled primary circuit network line being down and will be considered a 100% outage for the purposes of calculating any applicable service credit.
- NAVITAIRE controlled server or router being down and will be considered a 100% outage for the purposes of calculating any applicable service credit.
- System Error which causes the system to be completely unavailable and will be considered a 100% outage for the purposes of calculating any applicable service credit.
- Also included for the purposes of calculating the Service Credits will be the following partial outages (Service Credits not to exceed 100%) that are due to NAVITAIRE'S sole cause and under NAVITAIRE'S sole control.
  - a) the inability of booking a reservation at the Customer call center which will be considered a twenty percent (20%) outage for the purposes of calculating any applicable service credit.

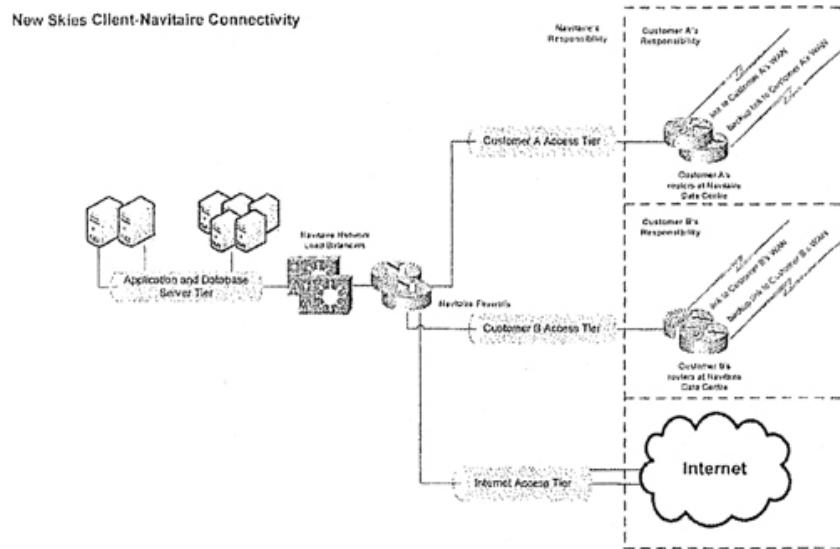
- b) the ability of checking in passengers at a single airport at the same time which will be considered a ten percent (10%) outage for the purposes of calculating any applicable service credit.

60

- c) the ability of checking in passengers at all airports at the same time which will be considered a forty percent (40%) outage for the purposes of calculating any applicable service credit.

- d) the inability of booking a reservation on the Customers booking web site which will be considered a seventy five percent (75%) outage for the purposes of calculating any applicable service credit.

- (b) **Network Responsibilities.** The diagram below shows those hardware components, network components (excluding the internet), and the software that resides on those components that are owned from a service level perspective by NAVITAIRE and those items that are owned by the Customer. Items that are contained within the dotted-line (in the upper left corner) are the responsibility of Customer. During the event of an Interrupted Service, NAVITAIRE is responsible for errors that occur involving the hardware components, network components, and the software that reside outside of the dotted-line area.



(c)

**Planned Downtime.** NAVITAIRE acknowledges that the system will be operated, maintained, and upgraded in such a fashion as to minimize the incidents in which the system will be unavailable. It is the expectation that under normal conditions that this Planned Downtime will be less than 60 minutes per week, NAVITAIRE will make reasonable efforts to perform such activities during Customer off-peak hours. In doing so, it is acknowledged that, for temporary periods coordinated with Customer so as to ensure that they occur when Customer's required capacity is expected to be below that

61

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which will be available, NAVITAIRE will be permitted to reduce the available capacity of the system. NAVITAIRE will coordinate with Customer to determine the best time for Customer for when the system can be unavailable. It is however, acknowledged and understood that in the event that NAVITAIRE reasonably determines that a critical System Change is required, NAVITAIRE can inform Customer of any required Planned Downtime. NAVITAIRE acknowledges that a precondition to any such activities will be a recovery plan to immediately restore the services to full operations.

- 9.2.2      Incident Problem Request (IPR) Service Response.** NAVITAIRE will commit to the Emergency response targets below for each IPR logged System Error.

Customer Communication	Emergency IPR Response
Acknowledgement and Initial Response	Emergency
Update	15 minutes
	Every 30 minutes

- 9.2.3**      In the event that the overall achieved Minimum System Availability Target in any Reporting Period falls below ninety-nine point nine (99.9%), it is agreed that the parties will engage in an Executive Review Meeting for which a senior officer of NAVITAIRE as well those with knowledge of the cause for such failure will meet at the offices of Customer with the relevant personnel from Customer and will present NAVITAIRE's plan that it will implement to seek to ensure that a Minimum System Availability Target of ninety-nine point nine (99.9%) will be achieved in future Reporting Periods.

### 9.3      System Errors and Emergencies

- 9.3.1      System Error Reporting.** Customer may report an identified Hosted Reservation Services System Error at no additional cost using the Remedy IPR schema. A System Error is defined in Section 9.4.4 of this Exhibit A.
- 9.3.2      System Error Classification.** When Customer reports an IPR for a System Error, it will be assigned a priority based on the severity of the issue. These priorities will be assigned using the following table:

Impact Analysis	Business Functionality				
	No loss of business function	Partial loss of business function. Work-around exists	Partial loss of business function. No work-around exists.	Complete loss of business function. Work-around exists.	Complete loss of business function. No work-around exists.
Immediate Impact is significant. Affects many and/or critical users.	NA	Emergency	Emergency	Emergency	Emergency
Immediate impact is moderate. Affects few and/or non-critical users.	Low	Medium	High	High	Emergency
Immediate impact is marginal, Affects few or no users.	Low	Medium	High	Medium	High

62

An example of an "Emergency" System Error might include:

- Hosted Reservation Services are totally unavailable due to a NAVITAIRE controlled communication line.

An example of a "High" System Error might include:

- Cannot change any airline schedules through Schedule Manager.
- Cannot load new fares through Fares Manager.
- Unable to generate confirmation itineraries for Internet customers.
- Settlement files are delayed by one day in being sent to the settlement bank.

An example of a "Medium" System Error might include:

- Slow system response for specific tasks.

**9.3.3 Emergency Response Procedure.** In the event of a Customer Emergency, the NAVITAIRE Support Centre may be contacted for assistance, according to the procedures outlined in Section 5.4 of this Exhibit.

**9.3.4 NAVITAIRE Support Communication Targets.** For High, Medium, and Low IPRs, NAVITAIRE will set the response times as response target times, and these will be measured during the initial months of the Hosted Reservation Services. NAVITAIRE's resolution targets are provided in the Support User Guide, available on NAVITAIRE's Customer Care web site.

	IPR Severity Classification and Response Targets		
Customer Communication	High	Medium	Low
Acknowledgement and Initial Routing	4 hours	24 hours	48 hours
Updates	Customer will receive electronic notification whenever data is needed or incident is resolved, status changed, or notes updated.		

## 9.4 System Changes

### 9.4.1

**Change Control.** All events that impact application software, custom software, systems software, or hardware could be covered by Change Control. The Change Control process effectively plans and facilitates changes to the Hosted Services System, including ownership for mitigating problems that may occur with a change to minimize any

63

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associated downtime. This function is responsible for coordinating and controlling all change administration activities (i.e., document, impact, authorize, schedule, implementation control), and determining if and when a change will be implemented in the enterprise environment.

### 9.4.2

**Enhancements.** An "Enhancement" is a request for a new report or application or an improvement to an existing application related to usability, performance, additional functionality, or flexibility. Enhancements will be logged in the Software Change Request (SCR) schema in Remedy. Such requests can be in response to:

Mandates controlled by external third parties including governments, governing industry bodies such as International Air Transport Association [IATA], Société Internationale de Télécommunications Aéronautiques [SITA], or airport authorities. Examples include:

- Taxes, fees, security issues, immigration.
- Airport technology issues that impact airlines such as bag tag, Common Use Terminal Emulator (CUTE), or CUBE.

Customer requests that are initiated through a direct request, user conference, or through Customer's NAVITAIRE Account Manager. Examples include:

- Competitive advantage.
- improved passenger services.
- Specific client requirements.
- Improved business management.

Internal requests that are initiated through the sales cycle, Technology, Development, or NAVITAIRE line of business.  
Examples include:

- Cost reduction initiatives.
- Product obsolescence.
- Corporate business plan objective.

#### 9.4.3

**Urgency Classifications for Enhancements.** Enhancements will be assigned a priority according to the criteria in the table below. If there is a disagreement as to the priority of the requested Enhancements, these will be decided between NAVITAIRE Account Manager and Customer Account Liaison. If this cannot be resolved at this level, it will be escalated to the respective Executive Sponsors for determination

Customer Urgency	Description
Very High (Emergency)	<p>A requirement from a business critical third party or other outside influence such as an airline buyout, purchase of another airline, a new government regulation, or a requirement that cannot be completed in a manual nature without severe negative impact. Such requests are Urgent only if a third party controls the requirement, it is non-discretionary to the customer, and the third party places an immediate time constraint on the customer.</p> <p><b>Note:</b> Documentation from the governing entity, which clearly states the nature of the requirement, the time frame allowed for implementation, and the penalties for noncompliance may be required. Due to the nature of an Emergency request, we expect to receive no more than 2-3 such requests per month. Every attempt will be made to meet the established regulatory deadline communicated in these instances; however should the deadline be compromised NAVITAIRE will communicate specific issues that may make this deadline unattainable with an estimate of when it can be completed.</p> <p><b>Examples:</b> Adding Security Watch - a government or industry requirement that would inflict severe financial penalties if not met and demanded a quick implementation. Adding the EURO as a form of currency - a specific governmental requirement that was dictated to the customers and demanded a quick implementation.</p>
High	<p>A requirement from a business critical third party or outside influence such as an airline buyout, purchase of another airline, a new government regulation, or a requirement that cannot be completed in a manual nature without severe negative impact, but DOES NOT have an immediate time constraint placed on the customer by the third party.</p> <p><b>Note:</b> Such requests are classified as High to prevent them from becoming Very High/Emergencies. A new business requirement that cannot be completed in a manual nature without severe negative impact. Such requests are not Emergencies because the request is discretionary to the customer.</p> <p><b>Examples:</b> Printing French Itineraries for domestic French flights - a governmental requirement that provided sufficient time to respond to the need. Changing to a new bank - a customer-driven requirement that is critical to customer daily operations.</p>
Medium	<p>Supports all required Hosted Services System operations; the request is required eventually but could wait until a later release if necessary. Would enhance the product, but the product is not unacceptable if absent. More of a want than a need, but would provide benefit to the customer.</p> <p><b>Examples:</b> Adding support for additional auxiliary services, such as car-hire or insurance. Adding support of seat assignment capability for Computerized Reservation System (CRS) bookings. Adding new check-in commands or short-cuts that would save time and effort for the agents. Adding new features or functions in the Irregular Operations (IROD) program to increase efficiency of passenger handling.</p>
Low	<p>A functional or quality enhancement that corrects an aesthetic problem or improves usability from the customer's perspective. It does not greatly affect or alter core functionality.</p> <p><b>Examples:</b> Enabling a pop-up message of "Are you sure" for bags weighing &gt; 100Kg. Adding the ability to alter the 'flow' of the SkySpeed booking process as a user configurable option. Adding support for additional languages for SkySpeed (localization). Adding more feeds (imports or exports) to third party packages for data sharing. Making minor adjustments to screen layouts or design to increase readability. Adjusting reports to increase readability and decrease questions to support.</p>

**9.4.4 System Errors.** A System Error occurs when functionality that is included in the NAVITAIRE product user documentation is currently not working on Customer's site in the manner that it is described in the documentation that shall be reasonably up to date.

**Note:** The Customer must refer to the documentation that matches the version of software they are running. If Customer wants a feature that is not currently included in their software version, but the feature is included in a

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later software version, Customer must upgrade their software to that version to be able to take advantage of the new features and functionality.

System Errors detected during testing in the Customer's test environment should also be logged through Remedy with a reference to the test database code. NAVITAIRE will respond to all Emergency IPRs for the test environment within five (5) business days.

No failure of any reconfiguration by Customer of a Configurable Template shall be deemed to be or can create a System Error.

- 9.4.5** **Releases.** NAVITAIRE software changes are bundled into work units called releases. The type and content of each release will vary according to criteria listed in the chart below.

Criteria	Releases		
	Major	Minor	Emergency
Driven by	Strategy and product direction	Bug fixes to previous releases of software	Severity 1 bug fixes or emergency enhancements
Target content	Enhancement - 60% Bug Fix - 25% Emergency - 15%	Enhancement - 25% Bug Fix - 60% Emergency - 15%	Enhancement - 0% Bug Fix - 0% Emergency - 100%
Description	Changes in the architecture, to the database, or that affect many different products in the NAVITAIRE product suite	Bug fixes, new reports, new stand-alone programs or features. Data structure changes that do not impact, the database or architecture	Critical changes to the software stemming from Severity 1 bug fixes or emergency enhancements
Approximate schedule	Annual	Quarterly to monthly	As needed or in the next available release
Implementation requirement	Downtime as required.	Downtime as required.	Downtime as required.

66

- 9.4.6** **Release Stabilization Period.** Following a Major Release as defined in Section 9.4.5 of this Exhibit, Hosted Services System performance for all or some of the Minimum System Availability Targets are subject to a reduction to ninety five percent (95%) during periods of time identified as Stabilization Periods. A Stabilization Period is defined as follows:

- As used herein, the term "Stabilization Period" means the first thirty (30) days following a Major Release. During the Stabilization Period incidents related to the functionality added for a particular third party service in the release that are directly related to that third party service are exempted from the Service Levels performance target. The Stabilization Period will not apply to Major Release 'sub-releases' or fixes.

During this time NAVITAIRE will work with Customer to periodically evaluate and refine the service level measures applicable to such third party service offerings,

- 9.5** **Notification of Increased Usage.** As previously stated in Section 4.3 of this Agreement, Customer agrees to use commercially reasonable efforts to provide NAVITAIRE with the designated advance notice of significant volume increases, according to a NAVITAIRE defined process.

## 9.6 Service Levels Reporting

**9.6.1** **General.** Regular, standardized Service Levels reporting provides a common denominator, which measures and evaluates service performance. This provides a basis on which conclusions can more easily be drawn as to the actual Service Levels achieved. NAVITAIRE will monitor and measure performance of specified Service Levels items and send a Monthly Performance Report to Customer for review and approval. The report will be structured for Customer's internal use and metrics will be generated and distributed on a monthly basis.

**9.6.2 Report Information**

- **Monthly Performance Report.** The NAVITAIRE Account Manager will submit a Monthly Performance Report by the sixth business day of the subsequent month following the Reporting Period to the Customer Account Liaison. The report will contain the monthly indicator of Service Levels statistics and will be transmitted via email unless otherwise requested by the Customer. The report will also summarize all Interrupted Service Reports for the Reporting Period.
- **Interrupted Service Report.** The NAVITAIRE Account Manager will provide an Interrupted Service Report, created by the Global Support Centre, following an outage or Interrupted Service. This report will summarize circumstances, identified cause (if known)

67

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and will outline any identified corrective action. Each Interrupted Service Report will be given a tracking number for reference on the Monthly Performance Report.

**9.6.3 Report Follow Up.** If Customer has any questions or objections to the report, they will notify their NAVITAIRE Account Manager within ten (10) business days of receiving the report and NAVITAIRE shall respond within ten (10) business days of notification. If the parties cannot agree on the measurements reported, the matter will be escalated to the respective Executive Sponsors, and, if still unresolved, will be escalated as outlined in Section 19.5 of this Agreement (dispute resolution procedures).

**9.7 Review and Correction**

**9.7.1 NAVITAIRE Account Manager Review.** In addition to Support Centre Support and Emergency services, the NAVITAIRE Account Manager will coordinate a teleconference with the Customer Account Liaison within twenty-four (24) hours of the Interrupted Service to discuss the details outlined in the Interrupted Service Report and to update the Customer on any identified cause or status. The NAVITAIRE Account Manager will close the Interrupted Service Report with the Customer Account Liaison upon final report of identified cause and any outline of corrective action.

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**9.7.2** **Executive Review.** Upon the request of the NAVITAIRE or Customer Account Liaison, an Executive Sponsor teleconference and a further escalation to the CEO or President level of each company may be made depending on the severity of the Interrupted Service.

**9.8** **Remedies and Corrective Action.** The remedies and corrective action described below will be applied with respect to each Reporting Period, which commences sixty (60) days following completion of Implementation Services. Conflict and Exhaustion of Provisions as stated at the beginning of this Exhibit will apply to this Section,

**9.8.1** **Corrective Action.** The NAVITAIRE Account Manager shall monitor corrective action and report to the Executive Sponsors. In the event that Minimum System Availability Targets are not met during the Reporting Period, the NAVITAIRE Account Manager shall initiate corrective action during the subsequent Reporting Period. NAVITAIRE shall, at its own expense, use commercially reasonable efforts to correct the deficiency in order to meet future Minimum System Availability Targets.

**9.8.2** **Failure Notification.** Upon a second failure of NAVITAIRE to meet Minimum System Availability Targets, the issue shall be escalated to the CEO or President level of each company. Customer may notify NAVITAIRE, in writing, of the failure to meet Minimum System Availability Targets. Upon receipt of such notice, NAVITAIRE will begin reporting System Availability in weekly Reporting Periods and

will communicate to Customer within five (5) business days and in writing the status of improvement in performance. Subject to the remaining terms hereof, if NAVITAIRE fails to meet the Minimum System Availability Target for the Hosted Reservations Services in any given calendar month (Reporting Period) in any consecutive twelve (12) month period, NAVITAIRE will provide Customer a credit of the Monthly Recurring Service Fees for such month according to the following schedule:

- (i) First Month Service Level is missed - [\*\*\*] of the Monthly Recurring Service Fees for the Hosted Reservations Services as multiplied by the applicable percentage of outage as detailed in Section 9.2.1 of this Exhibit A.
  - (ii) Second Month Service Level is missed - [\*\*\*] of the Monthly Recurring Service Fees for the Hosted Reservations Services as multiplied by the applicable percentage of outage as detailed in Section 9.2.1 of this Exhibit A.
  - (iii) Third Month Service Level is missed - [\*\*\*] of the Monthly Recurring Service Fees for the Hosted Reservations Services as multiplied by the applicable percentage of outage as detailed in Section 9.2.1 of this Exhibit A.
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- (iv) Fourth Month Service Level is missed - [\*\*\*] of the Monthly Recurring Service Fees for the Hosted Reservations Services as multiplied by the applicable percentage of outage as detailed in Section 9.2.1 of this Exhibit A.

Additionally, in the event that the NAVITAIRE fails to meets a 2<sup>nd</sup> tier of the Minimum System Availability Target, which is ninety nine point five (99.5%), an additional [\*\*\*] of the Monthly Recurring Service Fees for the Hosted Reservations Services will be added to the applicable credit due Customer as defined above.

Additionally, in the event that the NAVITAIRE fails to meets a 3<sup>rd</sup> tier of the Minimum System Availability Target, which is ninety eight percent (98%), an additional [\*\*\*] of the Monthly Recurring Service Fees for the Hosted Reservations Services will be added to the applicable credit due Customer as defined above.

If NAVITAIRE fails to meet the Minimum System Availability Target for the Hosted Reservations Services for [\*\*\*] or more months in any twelve (12) month period, Customer may terminate this Agreement in accordance with Section 5.2.1 of the Agreement hereof. Additionally, NAVITAIRE will use commercially reasonable efforts to work with Customer and its selected vendor to move the data to another reservation system vendor, charging the Customer for time and materials.

69

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**EXHIBIT B**

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**HOSTED REVENUE MANAGEMENT SERVICES - SKYPINE**

70

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**EXHIBIT C**

**NAVITAIRE CONTACTS**

NAVITAIRE agrees to provide contacts for the following areas. Customer should use these contacts as necessary. Customer contact with non-authorized NAVITAIRE personnel may result in direct Consultation Fees as described in Exhibits A, B and F.

**1 NAVITAIRE Global Support Centre Contact**

The following number is to be utilized as described in Exhibits A, B and F:

**(U.S.) Telephone:** (800) 772-3355 4414

**2 NAVITAIRE Account Manager**

NAVITAIRE agrees that the following individual is authorized to communicate with the Customer on behalf of NAVITAIRE with respect to account management, project funding, performance, and other commercial issues with respect to the Hosted Reservation Services:

**Name:**           **Phone:**

**Title:**           **Fax:**

**Address:**       **E-mail:**

**3 NAVITAIRE Account Executive Sponsor**

NAVITAIRE agrees that the following individual is responsible for Executive Sponsorship and for business issue escalation:

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**Name:** **Phone:**

**Title:** **E-mail:**

**Address:**

#### **4 NAVITAIRE Account Technical Sponsor**

NAVITAIRE agrees that the following individual is responsible for Technical Sponsorship and for Emergency escalation:

**Name:** **Phone:**

**Title:** **E-mail:**

**Address:**

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71

#### **5 NAVITAIRE Financial Contacts**

Customer may contact the NAVITAIRE Finance Department at the following regarding payments, invoices or other financial issues:

**Name:** Julie Madigan **Phone:** (612) 317-7503

**Title:** Director, Finance **E-mail:** julie.madigan@navitaire.com

**Fax:** (612) 317-7070

**Name:** Gordon Evans **Phone:** (801) 947-7878

**Title:** Vice President **E-mail:** gordon.evans@navitaire.com

**Fax:** (801) 947-7801

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72

### **EXHIBIT D**

#### **CUSTOMER CONTACTS**

NAVITAIRE agrees to use the following for its initial and primary contacts with the Customer.

##### **1 Customer Emergency Contact**

Customer agrees that the following number is available and will be answered after-hours for NAVITAIRE's use in case of an emergency related to the Hosted Services. Failure for NAVITAIRE to obtain an answer from this Emergency Contact will prevent NAVITAIRE from providing support during an emergency. This may cause the system to be unavailable until such time that a Customer Emergency Contact may be reached.

**Telephone:**

##### **2 Customer Account Liaison**

Customer agrees that the following individual is authorized to communicate with NAVITAIRE and make decisions on behalf of Customer with respect to account management, project funding, performance, payment, and other commercial issues with respect to the Hosted Services:

**Name:** **Phone:**

**Title:** **Fax:**

**Address:** **E-mail:**

**3 Customer Revenue Management Contact (if applicable)**

Customer agrees that the following individual is authorized to communicate with NAVITAIRE and make decisions on behalf of Customer with respect to Hosted Revenue Management Services. If no Customer Revenue Management Contact is listed in this Section, NAVITAIRE will contact the Customer Authorized Support Contact(s) in Section 5 in this Exhibit.

**Name:** **Phone:**

**Title:** **E-mail:**

**Fax:**

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73

**4 Customer Executive Sponsor**

Customer agrees that the following individual is responsible for Executive Sponsorship and for Emergency escalation:

**Name:** **Phone:**

**Title:** **E-mail:**

**Fax:**

**5 Customer Authorized Support Contact(s)**

Customer may designate up to two (2) primary Customer Authorized Support Contacts. The Customer Authorized Support Contact(s) shall be the only persons authorized to access the NAVITAIRE telephone and Internet technical support systems, as described in Exhibits A, B and F on behalf of Customer.

**Name:** **Phone:**

**Title:** **E-mail:**

**Fax:**

**Name:** **Phone:**

**Title:** **E-mail:**

**Fax:**

In addition, Customer may designate up to two (2) individuals that will act as alternates for the Customer Authorized Support Contacts. The designated alternate(s) for the Customer Authorized Support Contact(s) are:

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**Name:** **Phone:**

**Title:** **E-mail:**

**Fax:**

**Name:** **Phone:**

**Title:** **E-mail:**

**Fax:**

74

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**6 Customer Financial/Accounts Payable Contact**

Customer agrees that the following individual(s) is(are) the proper accounting contacts to whom all invoices and accounting documents will be delivered. These contacts will see to the timely payment of all invoices for services rendered under this Agreement.

**Name:** **Phone:**

**Title:** **E-mail:**

**Address:**

**7 Customer Revenue Accounting Contact (if applicable)**

Customer agrees that the following Individual is authorized to communicate with NAVITAIRE and make decisions on behalf of Customer with respect to Hosted Revenue Accounting Services. If the Customer Revenue Accounting Contact is listed in this Section, NAVITAIRE will contact the Customer Authorized Support Contact(s) in Section 5 in this Exhibit.

**Name:** **Phone:**

**Title:** **E-mail:**

**Fax:**

75

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**EXHIBIT E**

**POWERED BY NAVITAIRE® MARK**

The following terms and conditions shall apply to Customer's use of the Powered by Navitaire Mark (the "Mark"), as described in Section 4.10 of this Agreement.

**1 Use of the Mark**

Customer agrees to and shall acknowledge and credit NAVITAIRE by using the Mark. Such requirements are more specifically outlined in Section 2 herein.

**2 Guidelines for Using the NAVITAIRE Wired Mark**

**2.1 Sizing and Placement Requirements.** Custom shall reasonably use the Mark to credit NAVITAIRE as follows:

- 2.1.1 NAVITAIRE will provide Customer with digital reproductions of the Mark in approved colors (including black and white) and sizing for use by Customer. The Mark may not be redrawn, typeset, altered or visually modified or distorted in any manner unless approved by NAVITAIRE in writing.
- 2.1.2 The Mark may only be used to indicate access to the Hosted Services System, specifically the SkySales® products or any publicly available application (e.g. web page, kiosk, etc.) which uses the NAVITAIRE Application Program Interfaces (APIs) for booking, check-in or flight information purposes.
- 2.1.3 Suggested sizing of the Mark is 115 pixels in width, and the proportions of the Mark shall be reasonably preserved. NAVITAIRE will provide modified digital marks for applications larger than 115 pixels in width.
- 2.1.4 The Mark should be placed on a contrasting background so that the Mark is clearly visible against its background.
- 2.1.5 A minimum amount of empty space must be left between the Mark and other objects on the screen. The Mark must appear by itself, with a suggested spacing of 20 pixels between each side of the Mark and other graphics imagery (typography, photography, illustrations, etc.) on the page.
- 2.1.6 Customer shall not combine the Mark with any other feature including, but not limited to, other marks or logos, words, graphics, photos, slogans, numbers, design features, or symbols.
- 2.1.7 Individual graphic elements of the Mark may not be used as design features on the travel product, travel product packaging, documentation, collateral materials, advertising, or for any purpose other than as permitted herein.

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76

- 2.1.8 The Mark is an official mark and shall at all times remain the property of NAVITAIRE. The Mark includes graphic elements and accompanying words. The Mark shall always be expressed as an integrated whole.
- 2.1.9 NAVITAIRE may change the Mark or substitute a different mark at any time; provided however that NAVITAIRE provides ninety (90) days prior written notice.
- 2.2.0 **Color Treatment.** Approved Mark colors (included in the Mark as supplied by NAVITAIRE) are:
- 2.2.1 **Two Color Applications.** The Mark must be used in the colors supplied by NAVITAIRE, which are medium blue for "Powered by Navitaire" and light blue for the 'swoosh' below the NAVITAIRE portion of the graphic.
- 2.2.2 **Black and White Applications.** An all black Mark or an all white Mark may be used if this color scheme is more compatible with Customer's website branding.
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- 2.3** **Location.** The Mark shall appear on all booking and information pages associated with SkySales booking products or on any publicly available application (e.g. web page, kiosk, etc.) which uses the NAVITAIRE Application Program Interfaces (APIs) for booking, check-in purposes and as otherwise specified by NAVITAIRE.
- 2.4 Quality Control**

- 2.4.1 NAVITAIRE reserves the right to conduct spot checks on the travel product to ensure compliance with this policy.
- 2.4.2 Customer must correct any deficiencies in the use of the Mark within ten (10) business days after receiving notice from NAVITAIRE.
- 2.4.3 NAVITAIRE reserves the right to terminate Customer's license to use the Mark and, if necessary, take action against any use of the Mark that does not conform to these policies, infringes any NAVITAIRE intellectual property or other right, or violates other applicable law.

### **3 License Grants and Restrictions**

- 3.1 NAVITAIRE hereby grants to Customer a worldwide, non-exclusive, non-transferable, royalty-free, revocable, personal right to use the Mark solely in conjunction with the travel product in the manner described in the guidelines set forth in Section 2 of this Exhibit, and as may otherwise be reasonably prescribed by NAVITAIRE from time to time, subject to the terms and conditions of this Agreement and this Exhibit.
- 3.2 All rights not expressly granted reserved by NAVITAIRE. Customer acknowledges that nothing in this Exhibit shall give it any right, title or interest in the Mark or any part thereof, other than the license rights granted herein. Customer may not use or reproduce the Mark in any manner whatsoever other than as described in Section 2 of this Exhibit.

77

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- 3.3 Customer agrees that it will not at any time dispute or contest: (a) the validity of the Mark or any registrations of the Mark, whether now existing or hereafter obtained; (b) the exclusive ownership by NAVITAIRE, its successors or assigns, of the Mark or of any registrations of the Mark, whether now existing or hereafter obtained; (c) the exclusive ownership by NAVITAIRE of the present and future goodwill of the business pertaining to the Mark; or (d) NAVITAIRE's right to grant to Customer the rights and privileges conferred by the foregoing license.

### **4 No Further Conveyance**

Customer shall not assign, transfer or sublicense any right granted herein in any manner without the prior written consent of NAVITAIRE.

78

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#### **EXHIBIT F**

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#### **HOSTED WEB SERVICES**

79

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#### **EXHIBIT G**

#### **HOSTED REVENUE ACCOUNTING SERVICES**

## **Conflict and Exhaustion of Provisions**

In the event that there exists any conflict between any term, condition or provision contained within this Exhibit and in any term, condition, or provision contained within the Agreement, the term, condition, or provision contained within this Exhibit shall control. Further, the rights, obligations, and privileges of the parties shall be determined first by reference to this Exhibit, as opposed to the Agreement. For purposes of clarification, the rights, obligations, and privileges contained within this Exhibit shall control and govern any dispute between the parties until all such rights, obligations, and privileges have been exhausted in their entirety; and only after such time shall the rights, obligations, and privileges of the parties be determined by reference to the Agreement.

## **1 Definitions**

As used in and for purposes of this Exhibit, the following terms shall be defined as set forth in this Exhibit. In the event that there exists any conflict between a definition set forth in this Exhibit and in any definition contained within Section 1 of the Agreement, the definition set forth in this Exhibit shall control.

**1.1 Customer Revenue Accounting Contact** has the meaning set forth in Exhibit D.

**1.2 Direct Consultation** has the meaning set forth in Section 5.5 hereof.

**1.3 Executive Sponsors** has the meanings set forth in Exhibits C and D.

**1.4 Support Centre** means the NAVITAIRE facility that accepts phone and Internet based Customer support tool service requests related to Hosted Services.

**1.5 Scope Analysis** has the meaning set forth in Section 3.5 hereof.

**1.6 System Error** has the meaning set forth in Section 10.1.1 hereof.

## **2 Scope of Services**

NAVITAIRE will provide certain services and support functions during the term of this Agreement related to the Hosted Revenue Accounting Services and related applicable products. The Hosted Services System infrastructure capacity will be established and configured for Customer's operations based on flight segment volume estimates provided by Customer. NAVITAIRE will provide:

SkyLedger Hosted Revenue Accounting Services, including:

- PNR XML, Credit Shell XML, Voucher XML, Agency Billing and Commissions XML and the Flight Following XML from the NAVITAIRE Hosted Reservation Services.
- Creating account posting data for the events related to the XML input files.
- Providing a reporting capability from the summary journal level with a drill down capability to the PNR level.
- Providing the ability to map accounting events to airline specified general ledger accounts.

- Providing an output file for the airline to create an electronic interface to the general ledger.

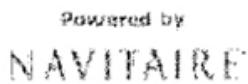
## 5 No Endorsement

- 5.1** Customer may not use the Mark in any way as an endorsement or sponsorship of the travel product by NAVITAIRE.
- 5.2** Customer shall not use the Mark in any manner that disparages NAVITAIRE or its products or services, infringes any NAVITAIRE intellectual property or other rights, or violates any state, federal or international law.

## 6 Termination

- 6.1** NAVITAIRE reserves the right at its sole discretion to terminate or modify Customer's license to use the Mark at any time.
- 6.2** Customer may terminate its use of the Mark by: (a) terminating the Agreement as permitted therein; and (b) terminating Customer and/or Users access to the Hosted Services System.
- 6.3** Upon termination of the Agreement, any and all rights and or privileges to use the Mark shall expire and use of the Mark shall be discontinued.

## 7 The Mark



**NOTE:** The Mark above is depicted for print clarity. The required minimum size of 115 pixels in width is smaller than the above depiction.

Customer will be responsible for transferring data from the Hosted Revenue Accounting Services to Customer's general ledger. Such functionality is specifically excluded from NAVITAIRE's Hosted Revenue Accounting Services.

## 3 Implementation Services

- 3.1 Data Center Implementation Services.** NAVITAIRE will configure, install, activate, and test the necessary data center hardware and software for providing the Hosted Revenue Accounting Services to the Customer. Unless otherwise specified, these services do not include communication circuits, wireless data services, or any remote communication devices, including routers or network hardware. Client personal computers, workstations, or other Customer devices connected to the Hosted Services System are the responsibility of the Customer and must meet the minimum specifications as required by NAVITAIRE.

- 3.2** **Virtual Private Network (VPN) Connectivity.** If Customer desires to use a virtual private network (VPN) for connectivity to Hosted Revenue Accounting Services, NAVITAIRE will evaluate such a request to determine the viability of the use of a VPN connection for either a primary or back-up data circuit. After review, NAVITAIRE will advise Customer if the request is approved and any cost which may apply, provided, however, that NAVITAIRE will fully document any cost for which it will seek reimbursement under the foregoing, and the additional fee that will apply.
- 3.3** **Network Configuration and Design Services.** NAVITAIRE will supply recommended technical diagrams and will advise Customer on required network hardware requirements for client portion of application, as necessary. Customer shall have internal or third party network expertise available for the installation and configuration of their required network.
- 3.4** **System Integration Services.** As Customer uses the NAVITAIRE Hosted Reservation Services, NAVITAIRE will integrate daily reservations activity XML extract files from NAVITAIRE Hosted Reservation Services into the Hosted Revenue Accounting Services. During the implementation of the Hosted Revenue Accounting Services and before production use of such services, NAVITAIRE will assist in the assessment of the transfer of the general ledger output file from the Hosted Revenue Accounting Services application. The Customer shall be responsible for the cost of modifying or replacing any third party systems including hardware and software. For future integration services, NAVITAIRE will, upon request, provide an estimate, however, any services will be provided on a time and materials basis.
- 3.5 Scope Analysis**
- 3.5.1** NAVITAIRE will conduct a Scope Analysis to gather information on Customer's desired use of the Hosted Revenue Accounting Services and outline functional capabilities of the Hosted Services System. During the Scope Analysis, NAVITAIRE will work with Customer to conduct a business process review that will define the scope of the implementation project. The Scope Analysis deliverable will be a statement of work, which defines project scope, project plan, project schedule, including NAVITAIRE and Customer responsibilities, used to determine the Target Date.
- 3.5.2** The Hosted Revenue Accounting Services installation process will include:
- Set up of physical and database environments
  - Data import services
    - Initialization of the Hosted Revenue Accounting Services software
    - Import/load of reference and historical data
  - Technical and functional testing
  - User Training

- Conversion plan

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82

During the Scope Analysis phase, these will be incorporated into an implementation work plan with input from Customer.

- 3.6 Customer Site Services.** NAVITAIRE will assist Customer with the testing of the required telecommunications connection between the NAVITAIRE data center and the designated Customer facility. Customer shall be responsible for the cost of troubleshooting or connecting the Customer's internal network. Additional technical support for on-site assistance after the initial conversion for production use of the Hosted Revenue Accounting Services shall be quoted on a project basis at the request of the Customer using the rates as outlined in Section 9.3 of this Exhibit G.

- 3.7 Initial Training Services.** NAVITAIRE will supply the following training and Customer agrees to participate in such training for the Hosted Revenue Accounting Services:

- 3.7.1** Up to a maximum of three (3) days which may be attended by up to a maximum of three (3) Customer employees at the NAVITAIRE corporate offices located in Minneapolis, Minnesota or other location as mutually agreed. Training phases will include a follow up review of two (2) days approximately sixty (60) days after going live with the Hosted Revenue Accounting Services. If Customer desires on-site initial training, Customer will be responsible for providing the training site, all required computer hardware, stable technical environment, and any related expenses including NAVITAIRE trainer(s) travel and out-of-pocket expenses. All training will be conducted in English.

Topics will include the revenue accounting concepts used in the Hosted Revenue Accounting Services, user and administrative features and functions. Customer must complete basic computer familiarization and Windows training for all trainees prior to the initial training. As Customer is contracting to use the NAVITAIRE Hosted Reservation Services, and the Hosted Revenue Accounting Services uses the data extracts from this system, trainees must also have completed a basic course on the features and functions of the Hosted Reservation Services.

- 3.7.2** Customer will be provided an electronic copy of the manual in Adobe Acrobat (PDF) format for download via the NAVITAIRE web site. Technical specification and technical reference manuals are for internal NAVITAIRE use only, unless otherwise specified in this Agreement or by other arrangement. All materials provided by NAVITAIRE are in the English language unless otherwise specified within this Agreement.

**3.8 Project Reporting**

- 3.8.1** During the course of Implementation Services, the NAVITAIRE Hosted Revenue Accounting Services Project Manager will coordinate status reporting with the NAVITAIRE Hosted Reservation Services Project Manager. Following completion of installation of the Hosted Reservation Services, the NAVITAIRE Hosted Revenue Accounting
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83

Services Project Manager will provide Customer with status on the remaining Implementation Services for Hosted Revenue Accounting Services as follows: (a) Weekly Project Plan Update and Status Report; (b) Weekly Updated Issues/Resolution List; and (c) Executive Summary.

- (a) **Weekly Project Plan Update and Status Report.** Weekly status reports will be transmitted to Customer each Monday during the provision of Implementation Services. This report will include updated status on the process and an updated project plan. A list of the following week's tasks and goals will be included in the report.
- (b) **Weekly Updated Issues/Resolution List.** Weekly updated issues/resolution lists will be forwarded to Customer on the same schedule as the Weekly Project Plan Update and Status Report. The Issues/Resolution List will include specific additional items discovered in the project analysis, or critical issues that deserve heightened priority apart from the project plan. The Issues/Resolution List will include the task, party responsible, date, open/close status, priority, and date of closed task. Every issue will be given a priority relative to a mutually agreed priority with Customer. Priorities will be ranked 1 - 5, 1 being most critical. Below is a description of each priority:
  - **Priority 1 - Urgent.** All issues included in this priority are deemed critical and will be given priority attention. These issues may affect a milestone or dependency related to the Target Date completion of conversion services. Issues in this category are critical to resolve prior to other project dependencies and milestones being completed.
  - **Priority 2 - High.** Issues included in this priority may affect the Target Date and require resolution prior to the completion of conversion services.
  - **Priority 3 - Medium.** Issues included in this priority are not required prior to completion of conversion services, but must be finished prior to the end of Implementation Services.
  - **Priority 4 - Low.** These items are not critical to either the completion of conversion services or Implementation Services but require monitoring for subsequent follow up or entry into NÁVITAIRES Internet based customer support tool.
  - **Priority 5 - Excluded.** These items are deemed excluded and are either unnecessary or may be addressed in a business process change or work-around.

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- (c) **Executive Summary.** An Executive Summary will be provided to both the NAVITAIRE and Customer Executive Sponsors upon reaching critical milestones. These milestones will be established mutually with the Customer as the final project plan has been established.

### 3.9 Implementation Services Time Frame

- 3.9.1** Beginning on the Effective Date of this Agreement, NAVITAIRE agrees to work with Customer, using commercially reasonable efforts, to plan, coordinate, and to make progress toward completion of the required Implementation Services within the time frame preceding the Target Date. NAVITAIRE further agrees to initiate, mutually with the Customer, project-scope-analysis and project-planning communication to establish the final schedule for Implementation Services. Depending on requirements for the loading of data included in the four XML Input files outlined as Interface Files in Section 7 below, into the Hosted Revenue Accounting Services and conversion, the project timeline and Target Date for Implementation Services of Hosted Revenue Accounting Services will be determined as part of the implementation project plan.
- During the course of planning discussions related to this Agreement, NAVITAIRE acknowledges the Target Date as requested by the Customer for completion of applicable portions of Implementation Services. The Target Date for completion of implementation Services is no later than four (4) weeks after the first date that passengers are checked in at the airport using the Host Reservation Services. NAVITAIRE and Customer will detail dependencies of the project plan, in order to confirm the Target Date achievability.
- 3.9.2** NAVITAIRE recommends at least four (4) weeks of data included in the four XML Input files outlined as Interface Files in Section 7 below, containing Customer's open PNR data from NAVITAIRE's Hosted Reservation Services, prior to activation and initialization of the Hosted Revenue Accounting Services. Open PNR data will include future flight segments as well as any past unflown segments which still have a positive remaining balance which have not been converted to a voucher or credit shell.
- 3.9.3** Typical timelines for implementation average four (4) months for full project implementation. The Hosted Revenue Accounting Services implementation process will be conducted in parallel with the NAVITAIRE Hosted Reservation Services implementation (if applicable), however, the Hosted Reservation Services conversion to production will normally precede the conversion of the Hosted Revenue Accounting Services implementation.
- 3.9.4** The NAVITAIRE Hosted Revenue Accounting Services implementation team will have an assigned project lead and central contact point that will interface with the Customer Revenue Accounting Contact during the Implementation Services period.
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- 3.9.5** If Customer is implementing Hosted Reservation Services concurrently with the Hosted Revenue Accounting Services implementation, the NAVITAIRE Revenue Accounting project lead will communicate and coordinate with the primary Hosted Reservation Services project manager during the Hosted Reservation Services implementation effort. After Hosted Reservation Services conversion, the NAVITAIRE Revenue Accounting project lead will communicate status with the Customer Project Manager.

- 3.9.6** Upon completion of the Implementation Services as described in Section 3 of this Exhibit, NAVITAIRE will provide written notification to the Customer Revenue Accounting Contact or Customer Account Liaison named in Exhibit D of this Agreement.

#### 4 Data Circuits

- 4.1 Primary and Backup Data Circuits.** Customer shall be responsible for all telecommunication dedicated, dial-up, or wireless circuits used by Customer in connection with the transmission of data between the Hosted Services System and the Customer's site(s), as stated in Section 4.9 of this Agreement. It is anticipated that Customer will use the same primary and back-up data circuits to transmit data for the Hosted Revenue Accounting Services as those used to support the delivery of the Hosted Reservation Services. Customer shall be responsible to ensure that the data circuits are capable of handling the additional data volume required for the Hosted Revenue Accounting Services. If Customer wishes to use any alternative arrangement to the Hosted Reservation Services data circuits, Customer must forward this request to NAVITAIRE for approval.

- 4.2 Facility Locations.** The facility locations provided for in this Agreement are as follows:

- The NAVITAIRE Hosted Revenue Accounting Services data center will be located in Minneapolis, Minnesota, USA.
- The Customer's primary facility will be located in Miramar, Florida, USA. The Customer will be permitted to move the primary facility upon reasonable notice to NAVITAIRE. Customer will be responsible for any costs incurred by NAVITAIRE due to the move of the Customer's primary facility. The Customer will also be permitted to maintain one or more backup facilities in its discretion at Customer's sole cost.

#### 5 Included Support

- 5.1 Support Centre Support.** NAVITAIRE will include English-speaking Support Centre Support via e-mail, Customer Internet support tool, or telephone. An up-to-date version of NAVITAIRE's Support User Guide will be available to Customer on NAVITAIRE's Customer Care web site.

86

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The allotment of hours for included support is for the specified period only and may not be carried forward. Allotted monthly hours of Support Centre Support are not deducted for Emergencies, System Error reporting and use of the online support system. All other related hours are deducted in fifteen (15) minute increments with a minimum of fifteen (15) minutes per occurrence. This support is subject to the following levels:

- 5.1.1 Initial Support.** Included in the first thirty (30) days following the implementation of Hosted Revenue Accounting Services, Customer is allotted, at no additional charge, a maximum number of included Support Centre Support hours as described in Exhibit G, Section 9.3. If Customer utilizes the Support Centre more than the allotted number of hours, the Support Fees in Section 5.3 hereof will apply.
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- 5.1.2** **Basic Support.** After the expiration of initial support, Customer is allotted, at no additional charge, a maximum number of included Support Centre Support hours as described in Exhibit G, Section 9.3. If Customer utilizes the Support Centre more than the allotted number of hours, the Support Fees in Section 5.3 hereof will apply.
- 5.2** **Hours - Non-Emergency.** NAVITAIRE Support Centre Support for Hosted Revenue Accounting Services is available Monday - Friday, 7am - 7pm CDT/CST, excluding NAVITAIRE holidays (Christmas Eve, Christmas Day and New Year's Day).
- 5.3** **Support Rate.** Charges for additional support hours exceeding the applicable initial or basic support for the Support Centre will be invoiced at the rate specified in Section 9.3 of this Exhibit.
- 5.4** **Available Assistance.** The NAVITAIRE Support Centre may be contacted for assistance. All services are in English, unless otherwise specified in this Agreement. This Section 5.4 outlines procedures for reporting Emergencies, errors, and requests.
- 5.4.1** **Emergency.** An Emergency is defined as the Hosted Revenue Accounting Services not functioning for the Customer due to an Interrupted Service. A Hosted Revenue Accounting Services Interrupted Service is defined as an outage due to:
- NAVITAIRE controlled primary circuit network line being down,
  - NAVITAIRE controlled server or router being down, or
  - System Error,  
which prevents the delivery of the daily Postings Report or the general ledger output file on the last day of the accounting period.

**Note:**

The Customer must refer to the documentation that matches the version of software they are running. If Customer wants a feature that is not currently included in their software version, but the feature is included in a later software version, Customer must upgrade their software to that version to be able to take advantage of the new features and functionality.

87

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Interrupted Service due to Customer misuse of the Hosted Services System will incur Support Fees at the rate specified in this Exhibit, Section 9.3.

The NAVITAIRE Support Centre may be reached, without charge, in the event of an Emergency twenty-four (24) hours per day, seven (7) days per week by calling the number provided in Exhibit C, Section 1.

The Customer will be requested to call the Support Centre and report the Emergency, in English, to the representative, or if all representatives are busy with other calls, a message may be left in English on the voicemail response system, which will page an appropriate contact. A representative of NAVITAIRE will return the Customer's call within fifteen (15) minutes with an acknowledgement and initial response to the Customer.

Provided the Emergency is due to an outage of the Hosted Revenue Accounting Services, NAVITAIRE will advise Customer regarding the status of the error or problem and the anticipated period to resolution. During

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normal business hours, both the NAVITAIRE Account Manager and Customer Account Liaison will be notified and briefed on the situation.

Customer is required to provide NAVITAIRE with an after-hours emergency contact number in Exhibit D, which will be answered by the Customer when called by the NAVITAIRE support representative.

- 5.4.2**     **Error Reporting.** Customer may report an identified Hosted Revenue Accounting Services System Error at no additional cost through the Support Centre or the Internet based customer support facility.

- 5.4.3**     **Request Reporting.** Customer may utilize the NAVITAIRE Internet support tool to contact the NAVITAIRE Support Centre electronically for the following service requests:

- Enhancement Requests
- New product concepts or requests
- Additional training requests
- Consulting services

These services are subject to the fees as described in Section 9.3 of this Exhibit and are accepted at the discretion of NAVITAIRE. If the request is accepted by NAVITAIRE, a price quote and time schedule will be generated. The Customer will then decide whether to authorize the work to be performed by NAVITAIRE.

88

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- 5.5**     **Direct Consultation.** Direct Consultation is defined as Customer-initiated contact directly to NAVITAIRE revenue accounting research & development personnel, thereby bypassing the NAVITAIRE Support Centre. The rates for Direct Consultation will also apply to any Customer issue which requires NAVITAIRE research & development personnel assistance that is not related to the resolution of a System Error. (Examples of this might include assistance with Customer's non-standard data extracts or data queries, etc.) Direct Consultation will be invoiced at the applicable rate described in this Exhibit.

## 5.6    Third Party Interfaces

- 5.6.1**     NAVITAIRE will only supply and support defined interfaces to third party systems utilized by the Customer if listed in this Section.
- 5.6.2**     Unless third party software is incorporated into the Hosted Services System and indicated specifically in the specifications included in this Exhibit, neither NAVITAIRE nor such third party shall be liable for the performance or failure to perform of the other.

## 6    Scheduled Maintenance

The Hosted Revenue Accounting Services will be available to Customer for normal application operations Monday - Friday from 8:00 AM to 8:00 PM, local Customer time. The hours of 8:00 PM to 8:00 AM will be used by NAVITAIRE for daily processing, including updates, optimization and creation of scheduled reports. Saturdays and Sundays will be used by NAVITAIRE for software installations, database backups, database maintenance, operating system patches, third party software

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upgrades, hardware maintenance, and hardware upgrades. If Customer requires access to the Hosted Revenue Accounting Services outside of normally available hours, Customer may request additional access through an IPR, with at least one (1) business day's advance notice. NAVITAIRE will make a concerted effort to minimize impacts of scheduled downtime during Customer's normal business hours.

7

## Hosted Revenue Accounting Services Functionality

The table below outlines the included functionality expected to be available in NAVITAIRE's Hosted Revenue Accounting Services. This list may be expanded or modified in the future based upon new releases.

Hosted Revenue Accounting Services - SkyLedger	
<b>General Features</b>	
<ul style="list-style-type: none"><li>• Captures financial events for NAVITAIRE reservation activity and relates the activity to the relevant financial accounting period.</li><li>• Maintains a historical PNR, Voucher, and Credit Shell database with a separate version whenever a financial change occurs.</li><li>• Provides periodic financial reporting with accounting period integrity.</li><li>• Provides a financial audit trail for financial activity related to the life of each PNR.</li><li>• Provides a financial audit trail for each accounting entry down to the specific transaction event detail.</li></ul>	

- Provides data retention for PNRs, Vouchers, Credit Shells and accounting details.
- Includes a web based report creation tool which enables the user to create and view a set of reports.
- Provides the ability to map accounting events to airline specified general ledger accounts for reporting or electronically interfacing to the airline's general ledger system.
- Provides financial detail in the airline's designated "host" accounting currency without loss of the sales currency in the reporting data.
- Provides the ability to re-map transactions and automatically reprocess those affected by the mapping changes.
- Provides a pre-defined set of reports for critical accounting events with the flexibility of these reports being available in text, PDF, or Excel.
- Provides simple proration of fare over each leg within a given through segment.
- Provides flexibility to map account numbers to specific transactional data elements, e.g. aircraft type, tax code, or country code.
- Accepts credit card settlement data at the PNR level from the Customer's Payment Service Provider or NAVITAIRE's Payment Service, performing accounting for settled and chargeback amounts.
- Support accounting for multi-company structure when more than one airline operates within the Hosted Reservation system.

## Reports

### Accounting Reports

- **Account Center Balance Report\***. Displays account / center balances for each of the carrier's accounts.
- **Journal Entry Detail Report\***. Displays account / center balances grouped by Journal Entry.
- **Activity Balance Report\***. Summarizes daily postings by account event / account type.
- **Account Mappings Report**. Displays all relevant information related to an account mapping for a user-specified company code, effective period, account event and account type.
- **Bulk Mappings Report**. Displays the contents of all lists available for the Bulk Mappings user interface.
- **Suspense Report**. Displays account items that are currently in suspense.

### Revenue Reports

- **Revenue By Distance\***. Displays base and gross revenue by seat mile/kilometer on a specific date or within a specified date range for flights between two cities.
- **Revenue by Fare Class\***. Displays revenue by fare class on a specific date or within a specified date range.
- **Revenue by Flight\***. Displays revenue by average seat mile/kilometer for individual flights.
- **City Pair Load Factor\***. Displays passenger totals, load factor, ASM, Revenue, RPM, yield, RASM, and other data by city pair as well as by individual flights serving each city pair.
- **Earned / Unearned Revenue\***. Displays information on earned and unearned revenue for flights between a designated city pair including analysis by booking date and equipment type.

- **Route Profitability Report\***. Displays a summary of revenue and costs by route. Costs must be entered through the Expenses User Interface before the report can be used.

#### **Business Reports**

- **Credit Shell / Voucher Expiration\***. Lists expired credit files, credit shells and vouchers for a specified time period.
- **Fees and Discounts\***. Displays fees and discounts, by currency and type, entered into the system.
- **Tax History\***. Displays information for selected tax payments.
- **Payment Report\***. Displays information about payments made against a PNR grouped by date, agent or type based on parameters specified.
- **Flight Reconciliation Report\***. Displays Flight Statistics and what has been received and accounted for within SkyLedger.
- **Unearned Revenue Liability Report\***. Displays all PNRs for which the total unearned revenue posted to the accounting detail database is not equal to the total amount of earned, no-show, and expired revenue. This report will provide the user with exposure to their unearned revenue liability (items sold, but not flown).
- **Delta Report\***. Displays all transactions for which the total debit and credit amount do not balance for the account specified by the user

#### **Operational Reports**

- **Extract Load Errors Report**. Displays all transactions that could not be successfully loaded to the historical database.
- **Reconciliation Report\***. Daily report that is used to ensure all transactions listed on the historical database are also posted to the accounting detail database with the appropriate amounts. Only discrepancies between the historical and accounting database are displayed.

\*indicates report drills down into one or more sub and/or detail reports.

#### **Modules and Interfaces**

##### **Modules**

- **PNR Load**. Accept PNR XML from the NAVITAIRE reservation system and validate file, load to Temporary Database for further processing by Version History module.
- **Voucher Load**. Accept Voucher XML from the NAVITAIRE reservation system and validate file, load to Temporary Database for further processing by Version History module.
- **Credit Shell Load**. Accept Credit Shell XML from the NAVITAIRE reservation system and validate file, load to Temporary Database for further processing by Version History module.
- **Flight Following Load**. Accept Flight Following XML from the NAVITAIRE reservation system and validate file, load to Temporary Database for further processing by Version History module.
- **Agency Billing and Commission Load**. Accept Agency Billing and Commission file from the NAVITAIRE reservation system, validate file, and load to database.
- **Credit Card Settlement Load**. Accept credit card settlement data from the Customer's payment service provider, validate file, and load to database.
- **PNR Version History**. Version incoming PNR and insert a control row to trigger action by the accounting generator.

- **Voucher Version History.** Version incoming Voucher and insert a control row to trigger action by the accounting generator.
- **Credit Shell Version History.** Version incoming Credit Shell and insert a control row to trigger action by the accounting generator.
- **Flight Following Version History.** Version incoming Flight and insert a control row to trigger action by the accounting generator.
- **Accounting Generator.** Generate accounting transactions based on prior versions of PNR, Voucher and Credit Shell comparing differences to determine what financial events have changed.
- **Account Mapping.** Assign an account period, company code, journal entry, debit/ credit account/ center to a specific accounting transaction.
- **Remap Request.** Identify and process the transactions that must be reversed and remapped as a result of modifications to the account mapping table.
- **Re-conversion Request.** Identify and process the transactions that must be reversed and reposted as a result of modifications to the currency conversion rate table.
- **Account Reversal.** Update the accounting detail table to reverse all accounting related to the transaction key provided.
- **Transaction Reconciliation.** Ensure the accounting database is in sync with the historical transaction database.
- **Monthly Close Processing.** Perform a variety of actions related to the close of an accounting period.
- **Simple Proration.** Retrieve air miles for each leg within a given through segment and divide the fare among the constituent legs. Alternatively the square root of air miles can be used to divide the fare among the constituent legs.
- **Expiration.** Generate accounting to relieve liability related to unused transactions (PNRs, Credit Shells, Vouchers) following a user-specified expiration period.
- **Purge.** Delete fully-used, closed transactions from the historical and accounting databases following a user-specified retention period.
- **General Ledger Creation.** Extract all accounting records in local and/or host currency on a daily or monthly basis to be fed via XML interface into the Customer's General Ledger system.

#### **Interface Files**

SkyLedger is populated by the XML extract files provided by the NAVITAIRE reservation system. The main output of the SkyLedger system will be the general ledger feed, which supplies the data that can be interfaced into the Customer's financial system. Please note that each of the interface files listed below has a standard file specification and all files accepted or created by the SkyLedger system must be formatted in accordance with these file specifications.

#### **Inputs:**

- **PNR XML.** Daily XML Extract from the NAVITAIRE reservation system with PNR / Passenger information such as booking, flown, or payments.
- **Credit Shell XML.** Daily XML Extract from the NAVITAIRE reservation system with Credit Shell information such as creation, usage.
- **Voucher XML.** Daily XML Extract from the NAVITAIRE reservation system with Voucher information such as creation of, usage.

- **Flight Following XML.** Daily XML Extract from the NAVITAIRE reservation system with flight information such as origin, destination, or passenger counts.
- **Agency Data XML.** XML extract from the NAVITAIRE reservation system with agent and contact information. This information is used to allow mapping by department and location for certain accounting events.
- **Agency Billing and Commissions File.** Comma-delimited extract file from the NAVITAIRE reservations system with commission allocations at a PNR level (optional).
- **Credit Card Settlement XML.** XML extract from the carrier's payment service provider with credit card settlement information provided at the PNR level (optional).
- **PNR On Hold Extract File (Open Skies Only).** Record Locators that were put on hold in the reservation system. Any associated accounting to these record locators is backed out since they are no longer valid bookings on the reservation side.

#### Outputs:

- **General Ledger Feed.** Daily/Monthly general ledger feed out of SkyLedger to an Customer's general ledger system to update the journal entry / account balances

#### User Interface

SkyLedger provides a user interface for: a) viewing and managing accounts, b) viewing journals and account mappings to allow customization accounts, and c) viewing journal entries to track how transactions are applied to those specific accounts. The following six user interfaces will be included in SkyLedger:

- **Accounts.** The accounts user interface will be used to insert, update, and delete entries from the SkyLedger account table, center table, and company account center table. These tables in turn are used to validate entries to the SkyLedger account mapping table.
- **Journal Maintenance.** The journal maintenance user interface will be used to insert, update, and delete entries on the SkyLedger journal entry table. This table in turn will be used to validate entries to the SkyLedger account mapping table.
- **Journal Approval.** The journal approval user interface will be used to approve the debit/credit balance for each journal entry. Please note that this interface is intended to be used in conjunction with the SkyLedger journal entry detail report. Quality Assurance and management approval of a journal entry is required before data related to this journal entry may be bridged to the user via the automated monthly G/L feed (where the carrier has requested user-approval of the journal entry balance).
- **Mappings.** The mappings user interface will be used to insert, update, and delete entries from the SkyLedger account mapping table. This table in turn will be used to assign a debit account/center and credit account/center to accounting transactions based upon the type of accounting event (account event/account code) and the specific characteristics of the transaction (mapping fields). The account mapping table also enables individual accounting transactions to be classified under the proper company code and journal entry.
- **Currency Maintenance.** This user interface will allow the user to enter the exchange rate from each currency to the host currency at the company level with an effective date for each exchange rate.

- **Service Types.** This user interface will allow the carrier to identify each service type and specify whether or not the revenue related to that service will be earned at the time of booking or the time of flight.

#### **Revenue Accounting System Data Storage and Access**

##### **General Features**

- Online access for historical revenue accounting system data up to 12 months from current date.
- Access to historical revenue accounting system data more than 12 months prior is available via archive database application or standard media (e.g. tape) stored offsite. Access to data more than 12 months prior is provided upon request through Internet based customer support facility at a price to be quoted upon receipt of such request.

#### **Revenue Accounting System Add-On Functionality**

##### **Inbound Interline**

SkyLedger can identify bookings associated with inbound interline and operating codeshare requests and consolidate the information for accounting and billing purposes. SkyLedger facilitates billing and settlement by creating invoices, reports and output files.

Additional Reports provided include:

- **Outward Billing Report.** Displays revenue and billable tax information by flight and partner for interline transactions.  
Additional Interface files include:
  - **Invoice Summary Report.** Displays interline invoice summary information based on the ATA/IATA Interline Passenger Summary Invoice format.
  - **Invoice Coupon Report.** Displays interline invoice details based on the ATA/IATA Interline Passenger Summary Invoice format.
  - **Billing File.** This file is created by SkyLedger and contains invoice and transaction details for interline billable activity. File format is based on the Interline Data Exchange Centre (IDEC) format.
  - **Passenger Reconciliation Data File.** This file is created by SkyLedger and should be sent to the partner airline to advise them a flight has operated.
  - **Web F12 File.** This file is an electronic claims file created by SkyLedger containing Forms One and invoice details only and enables Clearing House members to electronically communicate with the Clearing House system in order to submit electronic Forms One and generate an electronic Forms Two.
  - **Currency Conversion File.** This file is required for SkyLedger. It can either be the IATA 5-day rate if settling through the clearinghouse, or a file of currency rates from Open Skies.

Additional User Interfaces provided include:

- **Interline Configuration.** Allows an airline to configure various properties related to outward billing for each partner airline.

94

- **Billing Request.** Enables the airline to request the creation and transfer of one or more outward billing files/reports.
- **ISC Detail Application.** Allows an airline to specify specific ISC rates that apply at the segment level.

8

## **Customer Hardware, Software, Connectivity and Network Requirements**

- 8.1       **Software Use and Upgrades.** Subject to Article 7.3 of the Agreement, Customer is required to maintain the latest version of supported NAVITAIRE and related third party software as directed by the NAVITAIRE Support Centre. Upon receipt of upgraded software, newer versions or software, or notification of third party software updates, Customer must update their software version(s) within thirty (30) days. Failure to complete the advised upgrades may result, at NAVITAIRE's option, in the suspension of Included Support, as described in Section 5 of this Exhibit.

- 8.1.1** Unless third party software is incorporated into the Hosted Services System and indicated specifically in the specifications included in this Exhibit, neither NAVITAIRE nor such third party shall be liable for the performance or failure to perform of the other.
- 8.2** **Equipment Specifications.** The equipment specifications below outline the required, supported hardware and software necessary for the proper function and efficient operation of the Hosted Revenue Accounting Services and applicable products. Unless otherwise specified in this Section, the equipment and software listed below are the responsibility of the Customer. All specifications are subject to change, provided that not change may not place an unreasonable financial or operational burden on Customer. Customer will be provided with not less than sixty (60) days notice of incremental hardware upgrade requirements.

**Hosted Revenue Accounting Services - SkyLedger**

The Hosted Revenue Accounting Services is anticipated to be a browser based application. NAVITAIRE will advise Customer of supported web browser versions to access the Hosted Revenue Accounting Services no later than thirty (30) days prior to a required change.

Workstation:

- Windows XP
- Microsoft Office
- 2.0 GHz Intel Pentium 4 Processor with MMX (or higher)
- 512 MB RAM (or higher); AGP and PCI bus; 100-133 MHz FSB
- 17" Monitor minimum
- Internet Explorer Version 6.0 or higher
- 100 MB Network Card (with 100 MB network, end to end)

**Network Hardware, Software**

- **Data Circuits:** Customer must already have or must install the necessary equipment and circuits to support their primary revenue accounting site and any remote locations. NAVITAIRE requires a LAN/WAN network supporting TCP/IP protocols.

95

- **Routers, DSUs/CSUs, and Modems:** Customer should contact NAVITAIRE for recent information regarding supported routers and other network communication equipment.
- **IP Addressing:** NAVITAIRE requires that all hosted Customers use Internet Registered IP addresses on all client workstations or devices that require connectivity to the Hosted Revenue Accounting Services. Alternatively, NAVITAIRE requires a NAT (Network Address Translation) router to be installed behind the NAVITAIRE gateway router. The NAT must then have the Internet Registered IP address.
- **Customer Provided Data Circuits:** NAVITAIRE requires a review of the proposed primary or backup data circuit(s) prior to a third party agreement and installation. Where possible, NAVITAIRE will use reasonable effort to provide all necessary specifications and extend management of the data circuit as permitted by the Customer and the third party supplying the data circuit(s). If VPN connectivity is desired, VPN providers require NAVITAIRE approval.

- 8.2.1** **Data Circuits. Customer must arrange and pay for necessary circuits for Hosted Revenue Accounting Services file transmissions. NAVITAIRE may act as the Customer's agent to order and facilitate installation of these circuits upon written request by the Customer.**

## 9 Fee Schedule

All fees in this Section are specified in USD.

### 9.1 Service Fees

**9.1.1        Monthly Recurring Service Fees - Revenue Accounting Services/Products:**

Year	Hosted Revenue Accounting Services SkyLedger
	Flat Monthly Fee
[***]	[***]

**9.1.2        Settlement for Inbound Interline and Operating Codeshare Agreements**

The SkyLedger functionality required to create the settlement data supporting inbound interline and operating codeshare agreements needs to be enabled for each interline or codeshare partner. Test data will be provided to the NAVITAIRE Customer partner to ensure the data is successful prior to going into production. NAVITAIRE will charge a flat fee per interline / codeshare partner to cover the cost of testing and sign-off by the partner airline:

Description	Fees (Per Each Interline or Codeshare Partner)
Settlement for Inbound Interline and Operating Codeshare Agreements	[***] per Partner (pricing subject to change for any additional partner added after January 1, 2009)

**9.2        Implementation Fees**

Product/Service Description	Implementation Fees* (Including Training)
Hosted Revenue Accounting Services	[***]
Reporting Service Tool	[***]

\* Implementation Fees exclude travel expenses and any new development.

**9.3        Support Fees**

Included Support is listed in this Exhibit G, Section 5.

Support Centre Support	Fees
<b>Initial Support:</b> During the initial support period, as defined in Section 5.1.1 of this Exhibit, Support Centre Support for Hosted Revenue Accounting Services is included in the initial support for Hosted Reservation Services as outlined in Exhibit A, Section 8.3.	[***]
<b>Basic Support:</b> After the initial support period, Support Centre Support for Hosted Revenue Accounting Services is included in the basic support for Hosted Reservation Services as outlined in Exhibit A, Section 8.3.	[***]
<b>Additional Normal Hourly Support, Additional Training Requests, or Additional Development scheduled through NAVITAIRE:</b> User support more than initial or basic support hours or as otherwise described in the Agreement.	[***]

<b>Engineer Direct Support:</b> Expert support for revenue accounting and Customer third party systems or interfaces as scheduled through the NAVITAIRE Support Centre.	[***]
<b>Direct Consultation Support:</b> Customer initiated contact directly to NAVITAIRE research & development personnel and other direct consultation, thereby bypassing the NAVITAIRE Support Centre.	[***]

#### 9.4 Other Fees

Other Fees	Fees
Custom Programming	[***]
Dedicated Account Management	[***]
Business Process and Consulting Services	[***]

**9.5 Payment of Implementation Fees.** Immediately upon signing this Agreement, all Implementation Fees are due and payable. The Implementation Fee due on signing is USD [\*\*\*]. Any remaining balances of all Implementation Fees are due and payable on the earlier of: (a) the first day of production use of the Hosted Revenue Accounting Services; or (b) the Target Date as detailed in this Exhibit G, Section 3.9.1 provided, however, that NAVITAIRE does not request a delay as described in this Exhibit G, Sections 9.6.2 and 9.6.4.

**9.6 Fee Commencement after Implementation.** The following four (4) scenarios will determine the commencement schedule for the monthly recurring Service Fees as outlined in Section 9.1 of this Exhibit and the due date for the remaining balances of the implementation fees:

- 9.6.1 Implementation by Target Date.** Upon availability of the Hosted Revenue Accounting Services for use by Customer, effective on the Target Date as detailed in this Exhibit G, Section 3.9.1, all remaining implementation fees are due and applicable monthly recurring Service Fees will commence. These fees will commence regardless of actual use of Hosted Revenue Accounting Services or subsequent delay by Customer.
- 9.6.2 Requested Delay by NAVITAIRE.** In the event that NAVITAIRE requests a delay in order to complete remaining Implementation Services, the remaining implementation fees will be due and applicable monthly recurring Service Fees will commence only on the earlier of

the actual date of completion of Implementation Services or the new Target Date. NAVITAIRE will provide written notice of the new planned Target Date and outline remaining Implementation Services.

- 9.6.3 Requested Delay by Customer.** In the event the Customer requests a delay in the completion of Implementation Services past the Target Date, remaining implementation fees are due and any monthly recurring Service Fees will remain effective. Such requested delay may result in rescheduling portions or all of the remaining Implementation Services to the next available timeframe as evaluated by NAVITAIRE, unless mutually agreed in writing otherwise.

NAVITAIRE reserves the right to apply additional implementation fees as are necessary when rescheduling the Implementation Services due to Customer request. All fees as described in the Agreement and Exhibit G, Section 9.2 are to be applied based on the scheduled Target Date.

- 9.6.4 Mutual Agreement for Delay.** In the event that both NAVITAIRE and the Customer agree to delay in order to complete the required Implementation Services, the remaining implementation fees will be due and the applicable monthly recurring Service Fees will commence on the newly agreed Target Date for the Implementation Services.

## 10 System Errors and System Changes

### 10.1 System Errors

- 10.1.1 System Error Definition.** A System Error occurs when functionality that is included in the NAVITAIRE product user documentation is currently not working on Customer's site in the manner that it is described in the documentation.

**Note:** Customer must refer to the documentation that matches the version of software they are running. If Customer wants a feature that is not currently included in their software version, but the feature is included in a later software version, Customer must upgrade their software to that version to be able to take advantage of the new features and functionality.

System Errors detected during testing in the Customer's test environment should also be logged through the NAVITAIRE internet support tool with a reference to the test database code. NAVITAIRE will respond to all Emergency IPRs for the test environment within five (5) business days.

- 10.1.2 System Error Reporting.** Customer may report an identified Hosted Revenue Accounting Services System Error at no additional cost using the Remedy IPR schema. A System Error is defined in Section 10.1.1 above.

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99

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- 10.1.3 System Error Classification.** When Customer reports an IPR for a System Error, it will be assigned a priority based on the severity of the issue. These priorities will be assigned using the following table:

Impact Analysis	Business Functionality				
	No loss of business function	Partial loss of business function. Work-around exists	Partial loss of business function. No work-around exists.	Complete loss of business function. Work-around exists.	Complete loss of business function. No work-around exists.
Immediate impact is significant. Affects many and/or critical users.	NA	Emergency	Emergency	Emergency	Emergency
Immediate impact is moderate. Affects few and/or non-critical users.	Low	Medium	High	High	Emergency
Immediate impact is marginal. Affects few or no users	Low	Medium	High	Medium	High

Examples of an "Emergency" System Error might include:

- Hosted Revenue Accounting Services are totally unavailable due to NAVITAIRE controlled communication line.

• Customer did not receive the daily Postings Report.

An example of a "High" System Error might include:

- Reporting Services is not displaying data accurately.

An example of a "Medium" System Error might include:

- Slow system response for specific tasks.

100

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- 10.1.4 Emergency Response Procedure.** In the event of a Customer Emergency, the NAVITAIRE Support Centre may be contacted for assistance, according to the procedures outlined in Section 5.4 of this Exhibit.

## 10.2 System Changes

- 10.2.1 Change Control.** All events that impact application software, custom software, systems software, or hardware could be covered by Change Control. The Change Control process effectively plans and facilitates changes to the Hosted Revenue Accounting Services system, including ownership for mitigating problems that may occur with a change to minimize any associated downtime. This function is responsible for coordinating and controlling all change administration activities (i.e., document, impact, authorize, schedule, implementation control), and determining if and when a change will be implemented in the enterprise environment.
- 10.2.2 Enhancements.** An "Enhancement" is a request for a new report or application or an improvement to an existing application related to usability, performance, additional functionality, or flexibility. Enhancements will be logged in the Support Centre Support tool. Such requests can be in response to:

- (a) Mandates controlled by external third parties including governments, governing industry bodies such as International Air Transport Association [IATA], Société Internationale de Télécommunications Aéronautiques [SITA], or airport authorities.
- (b) Customer requests that are initiated through a direct request, user conference, or through Customer's NAVITAIRE Account Manager. Examples include:
  - Competitive advantage
  - Improved passenger services
  - Specific client requirements
  - Improved business management
- (c) Internal requests that are initiated through the sales cycle, Technology, Development, or NAVITAIRE line of business. Examples include:
  - Cost reduction initiatives
  - Product obsolescence
  - Corporate business plan objective

#### 10.2.3

**Urgency Classifications for Enhancements.** Enhancements will be assigned a priority according to the criteria in the table below. If there is a disagreement as to the priority of the requested Enhancements, these will be decided between NAVITAIRE Account Manager and

Customer Urgency	Description
Very High (Emergency)	A requirement from a business critical third party or other outside influence such as an airline buyout, purchase of another airline, a new government regulation, or a requirement that cannot be completed in a manual nature without severe negative impact. Such requests are Urgent only if a third party controls the requirement, it is non-discretionary to the customer, and the third party places an immediate time constraint on the customer.  Note: Documentation from the governing entity, which clearly states the nature of the requirement, the time frame allowed for implementation, and the penalties for non-compliance may be required. Due to the nature of an Emergency request, we expect to receive no more than 2-3 such requests per year. Every attempt will be made to meet the established regulatory deadline communicated in these instances; however should the deadline be compromised NAVITAIRE will communicate specific issues that may make this deadline unattainable with an estimate of when it can be completed.
High	A requirement from a business critical third party or outside Influence such as an airline buyout, purchase of another airline, a new government regulation, or a requirement that cannot be completed in a manual nature without severe negative impact, but DOES NOT have an immediate time constraint placed on the customer by the 3rd party.  Note: Such requests are classified as High to prevent them from becoming Very High/Emergencies. A new business requirement that cannot be completed in a manual nature without severe negative impact. Such requests are not Emergencies because the request is discretionary to the customer.
Medium	Supports all required Hosted Services System operations; the request is required eventually but could wait until a later release if necessary. Would enhance the product, but the product is not unacceptable if absent. More of a want than a need, but would provide benefit to the customer.
Low	A functional or quality enhancement that corrects an aesthetic problem or improves usability from the customer's perspective. It does not greatly affect or alter core functionality. Examples: Adding more feeds (imports or exports) to 3rd party packages for data sharing. Making minor adjustments to screen layouts or design to increase readability. Adjusting reports to increase readability and decrease questions to support.

102

**10.2.4** **Releases.** NAVITAIRE software changes are bundled into work units called releases. The type and content of each release will vary.

**10.2.5** **Month End Closure.** SkyLedger operates with two (2) accounting periods open at all times. Prior to closing the accounting month end, Customers must ensure that following are managed:

- All flights for that month have been set to "Close" within the NAVITAIRE Reservation system.
- All no-show passengers on all flights for the month have been set to "No-Show".
- Balance in the SkyLedger Suspense account has been cleared to "Nil" balance or to a reasonable level.

Customers are required to close the accounting period within the first five (5) working days of the next month (e.g. July 2007 accounting month would be set to close by August 7<sup>th</sup>, 2007). Customers are requested to log an IPR to request NAVITAIRE Operations to close the accounting month. For example:

- July and August 2007 accounting periods are open
- July accounting period is closed no later than Monday, August 7th, 2007
- As soon as July 2007 is closed September 2007 accounting period will be open

In the event Customer has not requested the earliest accounting to be closed prior to the start of the third month (in the example above this is September 2007) the NAVITAIRE Operations will close the accounting period (July in the above example). The Customer will be provided 24 hours notice that the accounting period will be scheduled for closure. This is to ensure that September booking data can be loaded and accounting is generated without any delays.

If NAVITAIRE Operations confirms the accounting close is to be scheduled and the Customer does not accept this, the Customer will be responsible for any incurred costs associated with holding back and the loading of data for subsequent months. Effort is chargeable based on time and materials at the rates listed in Section 9.3 of this Exhibit.

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103

**AMENDMENT NO. 1 TO  
NAVITAIRE HOSTED SERVICES AGREEMENT**

This Amendment No. 1 to the NAVITAIRE Hosted Services Agreement (this "Amendment"), effective as of October 23, 2007, is entered into by and between NAVITAIRE Inc., a Delaware corporation ("NAVITAIRE"), and Spirit Airlines, Inc., a Delaware corporation ("Customer"). Initially capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Agreement (as defined below).

- A. NAVITAIRE and Customer are parties to that certain NAVITAIRE Hosted Service Agreement dated as of February 28, 2007 (the "Agreement"), pursuant to which NAVITAIRE performs Hosted Services for Customer.
- B. Section 19.1 of the Agreement permits the parties to amend the terms and conditions of the Agreement provided such amendment is made in writing signed by the parties.
- C. NAVITAIRE and Customer desire to amend the terms of the Agreement as provided below.

Accordingly, and in consideration of the foregoing, and for other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

**1. Amendment to add Data Store Products to the Agreement, as follows:**

- a) **Scope of Services.** Data Store Products are added to Section 2, Scope of Services, of Exhibit A.

**X** Data Store Workbench

- b) **Functionality.** The following functionality is added to Section 6, New Skies by NAVITAIRE Functionality Included in Hosted Reservation Services, of Exhibit A, as follows:

## Data Store Workbench

### General Features

The Data Store Workbench (DSW) offers customers read only access to the Historical Operational Data Store (HODS) and Data Warehouse (DW) data, as well as read/write access to the Data Store Workbench (DSW) database, for custom reporting, extraction, transformation, and loading.

Customers can create and store custom objects in the DSW database, located on the same physical server as the HODS and DW, but cannot create custom objects in or modify the HODS or DW data.

The DSW database size is capped at 50GB.

Database user privileges are limited to DDL\_ADMIN.

NAVITAIRE IT staff provides basic database administration services for the DSW Database which include standard data backup and recovery support.

Job scheduling is not permitted on the DSW database server. If implemented, customers will host scheduling services on their servers at their location (e.g., SQL Server Integration Services packages).

Standard New Skies reports continue to run against the HODS.

NAVITAIRE provides the following services for the Data Store Workbench:

Delivery of data committed to the New Skies database via replication articles, typically within thirty (30) minutes

Transactional Data Integrity where the data committed to the New Skies database are replicated to the DS.

Documentation includes the data model, training curriculum, and explanations of the data store architecture, replication, and support processes.

**Note:** This product is designed for light custom reporting and moving reservations data to another database, data warehouse, or other system outside of the New Skies environment for processing. Due to the detailed transactional nature of the data store database, this product does not support heavy data processing tasks. If replication to the HODS is delayed due to demanding user queries, NAVITAIRE reserves the right to abort such queries.

c) **Services Fees.** The following is added as Section 8.1.6, Monthly Recurring Services Fees - Data Store Products, of Exhibit A, as follows:

[6.2.26] [Navitaire Hosted Services Agmt - Amendment No. 1.pdf] [Page 1 of 3]

### 8.1.6        Monthly Recurring Service Fees - Data Store Products.

Description	Data Store Products
	Monthly Fee
Data Store Workbench	[***]

d) **Implementation Fees.** The following is added to Section 8.2, Implementation Fees, of Exhibit A, as follows:

	Data Store Products - Data Store Workbench	[***]
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2.

**Amendment to replace Section 3.10.3, of Exhibit A, in its entirety, as follows:**

**3.10.3** **Data Import Services.** NAVITAIRE will automatically convert and process 18 months of Customer's historical PNRs into the Hosted Services System. If additional NAVITAIRE staff is required to perform the historical data conversion, all work will be billed on a time and materials basis using the standard Support Fees quoted in Section 8.3 of Exhibit A. Customer will be notified in advance prior to any such work being performed. The data conversion process will take place in three steps:

**Extract.** An extract process will retrieve all reservations that have a flight record with an open future travel date. Only complete, or valid, reservations will be extracted from the previous reservation system data file.

- i **Conversion.** After a 'block' of reservation data is extracted, the corresponding output file will be transferred to the new environment. A data validations routine will perform audits of the data quality.
- i **Import.** Upon completion of the first extract file of clean data, an import routine will transfer the clean data to the New Skies compliant databases in segmented extracts. While the first is transferring, a concurrent process will commence on the second extract, transfer and import to expedite data transfer.

**3. Amend to replace Paragraph 3 of Section 4.3, of the Agreement, in its entirety, as follows:**

NAVITAIRE normally provides Customer with three (3) months of on-line historical PNR data. Data storage requirements in excess of three (3) months are charged an additional service fee. Navitaire will provide Customer with a total of eighteen (18) months data storage capacity for completed travel historical PNR level booking activity detail available on-line and accessible from the Hosted System interfaces. The fees outlined in Exhibit A, Section 8.1.4 will apply to the additional fifteen (15) months of excess data storage capacity. Standard Support Fees quoted in Section 8.3 of Exhibit A shall apply for investigation of questions or issues logged regarding converted historical PNRs.

**4. Amendment to add Additional Test Environment to the Agreement, as follows:**

- a) **Scope of Services.** Additional Test Environment is added to Section 2, Scope of Services, of Exhibit A.

Additional Text Environment

- b) **Service Fees.** The following is added as Section 8.1.7, Monthly Recurring Service Fees - Additional Test Environment, of Exhibit A, as follows:

*[6.2.26] [Navitaire Hosted Services Agmt - Amendment No. 1.pdf] /Page 2 of 3]*

**8.1.7            Monthly Recurring Service Fees - Additional Test Environment.**

Description	Monthly Fee
Additional Test Environment	[***]

- c) **Implementation Fees.** The following is added to Section 8.2, Implementation Fees, of Exhibit A, as follows:

5. **No other Changes.** Except as specifically amended by this Amendment, all other provisions of the Agreement remain in full force and effect. This Amendment shall not constitute or operate as a waiver of, or estoppel with respect to, any provision of the Agreement by any party hereto.
6. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.
7. **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon NAVITAIRE and the Customer and their respective successors, heirs, and assigns.
8. **Conflict of Provision.** In the event that there exists a conflict between any term, condition, or provision contained within this Amendment, and in any term, condition, or provision contained within the Agreement, the term, condition, or provision contained within this Amendment shall control.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the day and year first above written.

By: /s/ J. Dabkowski  
Its: Managing Director

**CUSTOMER**

By: /s/ Scott Allard  
Its: VP, CIO

Airline: SPIRIT

[6.2.26] [Navitaire Hosted Services Agmt - Amendment No. 1.pdf] [Page 3 of 3]

**AMENDMENT NO. 2 TO**  
**NAVITAIRE HOSTED SERVICES AGREEMENT**

This Amendment No. 2 to the NAVITAIRE Hosted Services Agreement (this "Amendment"), effective as of May 15, 2008, is entered into by and between NAVITAIRE Inc., a Delaware corporation ("NAVITAIRE"), and Spirit Airlines, Inc., a Delaware corporation ("Customer"). Initially capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Agreement (as defined below).

- A. NAVITAIRE and Customer are parties to that certain NAVITAIRE Hosted Service Agreement dated as of February 28, 2007 as amended, (the "Agreement") pursuant to which NAVITAIRE performs Hosted Services for Customer.
- B. Section 19.1 of the Agreement permits the parties to amend the terms and conditions of the Agreement provided such amendment is made in writing signed by the parties.
- C. NAVITAIRE and Customer desire to amend the terms of the Agreement as provided below.

Accordingly, and in consideration of the foregoing, and for other good and valuable considerations, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

- 1 **Amendment to add Work Orders to the Agreement**, as follows:

a) **Recitals.** The following is added to the Recitals of the Agreement.

- Navitaire, Inc., wholly owned by Accenture, is an airline technology services company, which provides various services such as hosted reservation and revenue management services to airline companies worldwide. Navitaire, Inc. will be the Service Provider for all NPS Services and Deliverables provided under this Agreement, if applicable.

b) **Definitions.** The following are added to Section 1, Definitions, of the Agreement.

- **Deliverables** means Materials that are originated and prepared for by Customer by the Service Provider (either independently or in concert with Customer or third parties) and delivered to Customer during the course of the NPS Services under this Agreement, within the scope of a Work Order, as described in the Work Order form included in Exhibit H of this Agreement. Deliverables shall include NAVITAIRE Property.
- **Materials** mean work product and other materials, including without limitation, reports, documents, templates, studies, software programs in both source code and object code, specifications, business methods, tools, methodologies, processes, techniques, solution construction aids, analytical frameworks, algorithms, know-how, processes, products, documentation, abstracts and summaries thereof.
- **NPS** means Navitaire Professional Services, a division of NAVITAIRE that specializes in providing custom solutions to NAVITAIRE customers.
- **NPS Services** means the services performed for Customer on a time and materials basis by the Service Provider within the scope of a Work Order, as described in the Work Order form included in Exhibit H of this Agreement.

c) **Entire Agreement and Amendments.** Section 19.1, Entire Agreement and Amendments, of the Agreement is replaced in its entirety with the following:

**19.1** **Entire Agreement, Amendments, and Work Orders.** This Agreement and its Exhibits constitute the entire agreement between NAVITAIRE and Customer, and supersedes any prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement. The terms and conditions of this Agreement may not be changed except by an amendment signed by an authorized representative of each party. Additional time and materials work to be performed under the commercial terms of this Agreement may be outlined in a Work Order, in a form similar to the example attached as Exhibit H, signed by an authorized representative of Customer and Service Provider. Without limiting the foregoing, both parties acknowledge that each may use preprinted forms, invoices, and/or other forms as it deems fit. The parties agree that, in the event of conflict between the text of such a form and this Agreement, the terms and conditions of this Agreement will prevail. No additional or different terms contained in any such form will be of any force or effect.

**d) Exhibit H.** Exhibit H, Work Order Terms and Form, is added to the Agreement, as shown as Attachment 1 to this Amendment.

**2** **No Other Changes.** Except as specifically amended by this Amendment, all other provisions of the Agreement remain in full force and effect. This Amendment shall not constitute or operate as a waiver of, or estoppel with respect to, any provision of the Agreement by any party hereto.

**3** **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

**4** **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon NAVITAIRE and the Customer and their respective successors, heirs, and assigns.

**5** **Conflicts of Provisions.** In the event that there exists a conflict between any term, condition, or provision contained within this Agreement, and in any term, condition, or provision contained within the Agreement, the term, condition, or provision contained within this Amendment shall control.

*[Signature Page Follows]*  
2

*[6.2.27] [Navitaire Hosted Services Agmt - Amendment No. 2.pdf] [Page 2 of 8]*

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**IN WITNESS WHEREOF,** the parties hereto have executed this Amendment as of the date set forth below:

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**NAVITAIRE INC.**

By: /s/ J. Dabkowski  
Its: Managing Director

Date: Dec 15, 2008

**CUSTOMER**

By: /s/ Scott Allard  
Its: VP, CIO

Airline: Spirit

Date: 12/1/2008

3

[6.2.27] [Navitaire Hosted Services Agmt - Amendment No. 2.pdf] [Page 3 of 8]

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**ATTACHMENT 1**

**EXHIBIT H**

**WORK ORDER TERMS AND FORM**

The purpose of this Exhibit H is to define additional Terms exclusively applicable to NPS Services and Deliverables and provide the Work Order form under which such NPS Services and Deliverables will be provided.

**1 Additional Terms**

**1.1 Customer's Operation and Use of Deliverables.** Customer is responsible for its operation and use of Deliverables and for ensuring that the Deliverables meet Customer's requirements.

**1.2 Limited Warranties and Remedies**

**1.2.1** Notwithstanding anything contained in this Agreement, the following sections will apply to the NPS Services and Deliverables, in lieu of Section 10.2 of the Agreement.

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**1.2.2** NAVITAIRE warrants that its NPS Services will be performed in a good and workmanlike manner. NAVITAIRE agrees to re-perform any NPS Services not in compliance with this warranty brought to its attention in writing within thirty (30) days after those NPS Services are performed. Additionally, NAVITAIRE warrants that its Deliverables which are original content shall materially conform to their relevant specifications, for a period of thirty (30) days from delivery to Customer. NAVITAIRE agrees to correct any such Deliverable not in compliance with this warranty brought to its attention in writing within thirty (30) days after delivery of such Deliverable to Customer. THIS SECTION IS NAVITAIRE'S ONLY EXPRESS WARRANTY CONCERNING THE NPS SERVICES, ANY DELIVERABLES AND ANY WORK PRODUCT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.

**1.2.3** **Exclusions.** The NAVITAIRE warranties under Section 1.2.2 of this Exhibit do not apply to any noncompliance resulting from any: (a) Customer-Furnished Items; (b) use not in accordance with this Agreement or any applicable Work Order; (c) modification, damage, misuse or other action of Customer or any third party; (d) combination with any goods, services or other items provided by Customer or any third party to the extent that the noncompliance arises out of such combination with the Deliverables provided under this Work Order, or (e) any failure of Customer to comply with this Agreement or any applicable Work Order to the extent that the failure to comply by the Customer causes NAVITAIRE's noncompliance. Further, NAVITAIRE does not warrant that the Deliverables or any other items furnished by NAVITAIRE under this Agreement or any Work Order are free from bugs, errors, defects or deficiencies. NAVITAIRE warrants that the Deliverable, when delivered to the Customer, shall not knowingly contain any virus, Trojan horse or self-replicating code.

**1.2.4** **Changes in Third Party Products.** The NAVITAIRE warranty obligations in regard to a Deliverable will apply only where the version, release or model of any Third Party Product used in conjunction with such Deliverable is the same as that specified in the applicable Work Order.

4

[6.2.27] [Navitaire Hosted Services Agmt - Amendment No. 2.pdf] /Page 4 of 8]

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**1.2.5** **Third Party Products.** Except as otherwise agreed upon by the parties in writing (e.g., in the applicable Work Order), the warranties, obligations and liabilities of NAVITAIRE and the remedies of Customer with respect to Third Party Products or any other materials, tangible or intangible, provided by a third party in connection with this Agreement will be limited to whatever recourse may be available against the third party provider of such Third Party Products or materials and are subject to such additional restrictions and other limitations as may be set forth in the applicable Work Orders.

**1.2.6** **Customer-Furnished Items.** NAVITAIRE MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY CUSTOMER-FURNISHED ITEMS.

**1.2.7** **Remedy.** Customer's sole and exclusive remedy for any claim arising out of the NPS Services and Deliverables shall be for NAVITAIRE, upon receipt of written notice, to use commercially reasonable efforts to re-perform the NPS Services or correct the Deliverables as stated above, or failing that, NAVITAIRE will return the fees paid to NAVITAIRE for the portion of the work related to the breach.

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### 1.3 License.

- 1.3.1 Notwithstanding anything contained in this Agreement, the following section will apply to the NPS Services and Deliverables, in lieu of Section 7.1 of the Agreement.
- 1.3.2 After acceptance of a Deliverable by the Customer, and pending final payment, NAVITAIRE hereby grants to Customer a revocable, nontransferable, non-exclusive unpaid right and license to use, copy, modify and prepare derivative works of such Deliverable for purposes of Customer's internal business only. Upon final payment, NAVITAIRE shall grant to Customer a perpetual, nontransferable, non-exclusive, paid-up right and license to use, copy, modify and prepare derivative works of the Deliverables, for purposes of Customer's internal business only. All licenses granted will be subject to any restrictions applicable to any third party materials embodied in the Deliverables. To the extent any Deliverable contains NAVITAIRE Confidential Information, it shall be subject to Section 9 of the Agreement. All other intellectual property rights in the Deliverables shall consist of NAVITAIRE Property, as defined in Section 7.2 of the Agreement.
- 1.3.3 The License does not include the right to, and Customer will not directly or indirectly: (a) grant any sublicense or other rights to any Deliverables; (b) authorize any other party to grant any sublicense with respect to any Deliverables; (c) reverse engineer, disassemble or decompile any of the Deliverables or attempt to discover or recreate the source code to any Deliverables; or (d) remove, obscure, or alter any notice of copyright, trademark, trade secret, or other proprietary right related to the Deliverables.

5

[6.2.27] [Navitaire Hosted Services Agmt - Amendment No. 2.pdf] [Page 5 of 8]

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### 2 Form of Work Order

[Customer]  
WORK ORDER  
IRP #####  
PROJECT NAME: Project Name

NAVITAIRE TEAM: Navitaire Professional Services (NPS)  
NAVITAIRE POINT OF CONTACT: [SAM, CAM, or IPM]

This Work Order is effective as of Month Day, 20XX and is entered pursuant to the , as amended, (the "Agreement") by and between , a corporation ("NAVITAIRE"), and , a corporation ("Customer"), dated as of Month Day, 20XX. Unless this Work Order is fully-executed by both parties: (a) the estimated dates of performance and total dollar amount will expire forty-five (45) days after the effective date shown above; and (b) the work outlined herein will not commence.

Navitaire, Inc. wholly owned by Accenture, is the Service Provider for all NPS Services and Deliverables provided under this Work Order.

1. **Scope of Work.** The following will be provided to Customer (on and/or off-site):

- Plan
  - 
  - Analyze
-

- 
- Design
- 
- Build
- 
- Test
  - Assist Customer in resolving issues identified during QA and/or user acceptance testing results.
- Deploy
- 
- Manage Project
  - A delivery manager will monitor project status on a weekly basis for the duration of the project.
  - A portfolio manager will monitor resource utilization, expenses, and billing statistics for the duration of the project.
  - Depending on the scope and duration of the project, status information may occasionally be documented and distributed to interested parties.

**Out of Scope:** Customer is responsible for the following:

- Performing project management duties as required by Customer's business needs.
- Creating and executing QA test cases and performing user acceptance on the solution.

2. **Assumptions:** The following assumptions are made:

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- Customer shall perform those tasks and fulfill those responsibilities specified in this Work Order ("Customer Responsibilities") so that Service Provider can perform NPS Services and provide Deliverables. Customer understands that Service Provider's performance is dependent on Customer's timely and effective performance of Customer Responsibilities under this Work Order and timely decisions and approvals by Customer.
- Service Provider shall be entitled to rely on all decisions and approvals of the Customer in connection with the NPS Services or Deliverables.

6

[6.2.27] [Navitaire Hosted Services Agmt - Amendment No. 2.pdf] [Page 6 of 8]

**3. NPS Services and Deliverables:** The following NPS Services and/or Deliverables will be provided to Customer:

- 
4. **Payment:** Customer agrees to pay NAVITAIRE for the total actual work performed under this Work Order and for NAVITAIRE's expenses outlined in Section 6 below. The actual billable costs for this Work Order will be invoiced to Customer on a monthly basis, subject to the payment terms specified in the Agreement.

**5. Estimated Dates of Performance: [Project Duration - Month Day, Year - Month Day, Year]**

The total effort estimated for this project by component:

Project Component	Hours	% of Total
Plan	0	0%
Analyze	0	0%
Design	0	0%
Build	0	0%
Test	0	0%
Deploy	0	0%
Manage Project	0	0%
<b>ESTIMATED TOTAL</b>	<b>0</b>	<b>100%</b>

A team of [Team Size (#)] resource(s) will begin this engagement on [Month Day, year] for [Duration in Weeks (#)] weeks. The date(s) listed are provided as an estimate only. Work may progress up to two (2) weeks beyond the estimated completion date without any further action required by either party. Work necessary beyond this date will require creation of new incident Problem Request (IPR) and Work Order.

**6. Estimated Total Dollar Amount: \$x,xxx USD:**

Expense Component	Cost
Resources	\$0
Travel and other related expenses	\$0
<b>ESTIMATED TOTAL</b>	<b>\$0</b>

This is a **time and materials** based Work Order. The hours and dollar amounts represent a good faith **estimate** based on information provided by Customer to the Service Provider. As such, the actual hours

required to complete the NPS Services and Deliverables and/or the actual Travel and other related expenses may be more or less than the total estimated above.

[6.2.27] [Navitaire Hosted Services Agmt - Amendment No. 2.pdf] [Page 7 of 8]

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## 7. Planned Hosting Solution

Customer Hosted

NAVITAIRE Hosted

N/A or covered in existing Hosted Reservation Services Agreement

If the proposed solution is to be hosted by NAVITAIRE and is not already included within the scope of the Agreement, an Amendment for the hosting services will be required.

**IN WITNESS WHEREOF**, the parties hereto have executed this Work Order as of the date set forth below.

Signed for and on behalf of

Signed for and on behalf of

### CUSTOMER\*

By:

Name:

### SERVICE PROVIDER

By:

Name:

Title:

Title:

Company:

Date:

Date:

\*Please indicate your agreement by signing and sending to:

NAVITAIRE, Inc.  
Attn: Gordon Evans  
Fax Number: (801) 947-7801

A fully-executed copy will be returned for your records.

[6.2.27] [Navitaire Hosted Services Agmt - Amendment No. 2.pdf] [Page 8 of 8]

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## AMENDMENT NO. 3 TO

## NAVITAIRE HOSTED SERVICES AGREEMENT

This Amendment No. 3 to the NAVITAIRE Hosted Services Agreement (this "Amendment"), effective as of November 21, 2008, is entered into by and between NAVITAIRE Inc., a Delaware corporation ("NAVITAIRE"), and Spirit Airlines, Inc., a Delaware corporation ("Customer"). Initially capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Agreement (as defined below).

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- A. NAVITAIRE and Customer are parties to that certain NAVITAIRE Hosted Services Agreement dated as of February 28, 2007, as amended (collectively the "Agreement"), pursuant to which NAVITAIRE performs Hosted Services for Customer.
- B. Section 19.1 of the Agreement permits the parties to amend the terms and conditions of the Agreement provided such amendment is made in writing signed by the parties.
- C. NAVITAIRE and Customer desire to amend the terms of the Agreement as provided below.

Accordingly, and in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

**1 Amendment to add APIS Quick Query "AQQ" to the Agreement**, as follows:

- a) **Scope of Services.** The following is hereby added to Exhibit A, Section 2, Scope of Services:

**X APIS Quick Query "AQQ"**

- b) **Functionality.** The following is hereby added to Exhibit A, Section 6, New Skies by Navitaire Functionality Included in Hosted Reservation Services of the Agreement, as follows:

APIS Quick Query "AQQ"	
<b>General Features - APIS Quick Query</b>	
<ul style="list-style-type: none"> <li>• Ability to request real-time automated screening and processing of passenger data prior to printing a boarding pass.</li> <li>• Process can be invoked via:           <ul style="list-style-type: none"> <li>• Web check-in</li> <li>• Airport counter check-in</li> <li>• Kiosk check-in</li> <li>• IATC (Inter-Airline Through Check-in)</li> <li>• Boarding Process</li> </ul> </li> <li>• Includes integration with SkySpeed, SkySales, Reporting, and core New Skies processing.</li> </ul> <p><b>Note:</b> Customer is responsible for negotiating and maintaining the appropriate agreements and any costs associated with the other host provider(s) for this connectivity.</p>	

1

- c) **Service Fees.** The Monthly Recurring Services Fees - APIS Quick Query Connectivity Services/Products are hereby added to Exhibit A, Section 8.1.8 of the Agreement, as follows:

**8.1.8 Monthly Recurring Services Fees - APIS Quick Query Connectivity Services/Products.** (Applicable only if selected in Section 2 of Exhibit A.)

Description	APIS Quick Query Connectivity Services/Products
	Requires Base AVS Type B/Teletype
Monthly Infrastructure and Support Fee	[***] minimum fee per month (includes 150,000 AQQ segments)*
Per Segment Transaction Fee	[***] per segment above 150,000 AQQ segments

- \* Any APIS Quick Query segment volumes collectively for all transactions above the included 150,000 AQQ segments will incur the additional Monthly Recurring Service Fees outlined in Section 8.1.8 above.

**Note:** Any applicable message fees, segment fees or data circuits pertaining to the CRS/GDS and/or SITA/ARINC are the responsibility of the Customer.

- d) **Implementation Fees.** The Implementation Fees in Exhibit A, Section 8.2, are amended to include the following:

Product/Service Description	Implementation Fees (including Training)
APIS Quick Query "AQQ"	[***]

- \* Implementation Fee excludes travel expenses but does include the development fee. Implementation Fee will be invoiced to Customer upon signature of this Amendment.

2

- Amendment to correct the Seasonality Allocation Schedule of the Agreement**, as follows:

- a) **Seasonality Allocation Schedule.** The two paragraphs immediately preceding the Seasonality Allocation Schedule and the Seasonality Allocation Schedule, located in Section 8.1.1 Recurring Service Fees - Core Services/Products, are hereby replaced in their entirety, as follows:

Customer may designate the seasonality allocation of the Annual Minimum Guarantee of Passengers Boarded over the Agreement year. For example, if the Customer specified seasonality allocation for month 1 is 10% and the Annual Minimum Guarantee of Passengers Boarded for that year is 7,000,000, the minimum monthly amount invoiced and due would be 700,000 multiplied by the applicable Per Passenger Boarded fee. If the actual Passengers Boarded is in excess of this number then the amount for actual number of Passengers Boarded will be invoiced.

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2

Customer may designate changes to the Seasonality Allocation Schedule once each year. Changes to the Seasonality Allocation Schedule will be made in writing and acknowledged by both parties. Unless the parties mutually agree otherwise, prior to March 31 of each year, the Seasonality Allocation for the upcoming year will remain unchanged. The minimum Seasonality Percentage for any given month will be six percent (6%) or higher. The Drop Down Rate will apply for Passengers Boarded in excess of the Number of Guaranteed Minimum Passengers Boarded per month, as detailed in the Seasonality Allocation Schedule.

#### **Seasonality Allocation Schedule**

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Month	Guarantee Schedule for June 2008 - May 2009 Seasonality Percentage	Number of Guaranteed Minimum Passengers Boarded per month based on Annual Guaranteed Minimum Passengers Boarded (% multiplied by AMGPB)**	Minimum Monthly Fee
June	[***]	[***]	[***]
July	[***]	[***]	[***]
August	[***]	[***]	[***]
September	[***]	[***]	[***]
October	[***]	[***]	[***]
November	[***]	[***]	[***]
December	[***]	[***]	[***]
January	[***]	[***]	[***]
February	[***]	[***]	[***]
March	[***]	[***]	[***]
April	[***]	[***]	[***]
May	[***]	[***]	[***]

\* All passengers boarded in excess of these monthly minimum guarantees will be invoiced per terms described in Section 6.3 of this Agreement.

\*\* The total of this column will always equal the applicable year of Annual Minimum Guarantee of Passengers Boarded (AMGPB).

3 **No Other Changes.** Except as specifically amended by this Amendment, all other provisions of the Agreement remain in full force and effect. This amendment shall not constitute or operate as a waiver of, or estoppel with respect to, any provisions of the Agreement by any party hereto.

4 **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

5 **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon NAVITAIRE and the Customer and their respective successors, heirs and assigns.

6 **Conflict of Provisions.** In the event that there exists a conflict between any term, condition, or provision contained within this Amendment, and in any term, condition, or provision contained within the Agreement, the term, condition, or provision contained within this Amendment shall control.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

NAVITAIRE INC.

By: /s/ S. Dabkowski  
Its: Managing Director

Date: Jan 10, 2009

**CUSTOMER**

By: /s/ Scott Allard  
Its: VP, CIO

Date: Dec 17, 2008

Airline: Spirit

4

**AMENDMENT NO. 4 TO  
NAVITAIRE HOSTED SERVICES AGREEMENT**

This Amendment No. 4 to the NAVITAIRE Hosted Services Agreement (this "Amendment"), effective as of August 17, 2009, is entered into by and between NAVITAIRE Inc., a Delaware corporation ("NAVITAIRE"), and Spirit Airlines, Inc. a Delaware corporation ("Customer"). Initially capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Agreement (as defined below).

- A.** NAVITAIRE and Customer are parties to that certain NAVITAIRE Hosted Services Agreement dated as of February 28, 2007, as amended by: (i) Amendment No. 1 dated as of October 23, 2008; (ii) Amendment No. 2 dated as of May 18, 2008; and (iii) Amendment No. 3 dated as of November 21, 2008 (the "Agreement"), pursuant to which NAVITAIRE performs Hosted Services for Customer.
- B.** Section 19.1 of the Agreement permits the parties to amend the terms and conditions of the Agreement provided such amendment is made in writing signed by the parties.
- C.** NAVITAIRE and Customer desire to amend the terms of the Agreement as provided below.

Accordingly, and in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

**1      Amendment to add Secure Flight to the Agreement,** as follows:

- a)** **Scope of Services.** The following is hereby added to Exhibit A, Section 2, Scope of Services:

XSecure Flight

- b)** **Functionality.** The following functionality is hereby added to Exhibit A, Section 6, New Skies by NAVITAIRE Functionality Included in Hosted Reservation Services. as follows:

**Secure Flight**

**Interim Solution - Secure Flight for New Skies 2.3 r2 series**

- Transmit Secure Flight Passenger Data (SFPD) using low-priority batch messages
  - Ability to deliver passenger records to DHS in a series of batch messages, which will be processed seventy-two (72) hours prior to the scheduled time of departure for qualifying flights.

1

[6.2.29] [Navitaire Hosted Services Agmt - Amendment No. 4.pdf] [Page 1 of 4]

- Ability to generate messages for each booking, on each qualifying flight, that will contain full SFPD information as available in the reservation at that time. Transmission numbers and sequence numbers will not be used; however, PNR and passenger unique reference numbers will be included.
- Ability to pass flight information that will include host airline operational legs in a single New Skies journey.
- Batch responses from DHS will be accepted then dropped (boarding pass printing results will not be stored).
- Generate interactive transmission during check-in which will be used to obtain authorization for boarding pass issuance for all passengers.
- Ability to generate New Passenger messages per passenger for the host airline operational legs being checked in, including any lap infant accompanying the passenger.
- Ability to halt check-in of a passenger upon receipt of an Inhibited or Error response.
- Ability to allow agent to indicate photo ID has been verified for an additional attempt to obtain clearance.
- Accept and acknowledge unsolicited messages from DHS.
  - Ability to accept unsolicited messages from DHS and generate an acknowledgement to DHS indicating the checked-in status of the passenger(s) contained within.
  - Ability to inhibit boarding of passengers already checked in who receive a more restrictive boarding pass printing result in the unsolicited message.
  - Ability to determine if APIS or SFPD documentation is required for an itinerary.
  - Ability to accept or generate the appropriate SFPD as well as APIS data during AQQ processing, based on itinerary.

c) **Monthly Recurring Service Fee.** The Monthly Recurring Services Fees - Secure Flight Connectivity Services/Products are hereby added as Exhibit A, Section 8.1.9, as follows:

**8.1.9      Monthly Recurring Services Fees - Secure Flight Connectivity Services/Products.** (Applicable only if selected in Section 2 of Exhibit A.):

Description	Secure Flight
	Price per Service
Monthly Infrastructure and Support Fee	[***] (includes up to the monthly minimum number of Passengers Boarded as provided for in the Seasonality Allocation Schedule*)
Per Passenger Boarded Transaction Fee	[***] per Passenger Boarded above the included monthly minimum transactions

\* Section 8.1 (b) of the Agreement and Section 2 (a) of Amendment No. 3 to the Agreement contain further clarification of the Seasonality Allocation Schedule and the distribution of the number of guaranteed minimum Passengers Boarded per month.

**Note:** Any applicable message fees, segment fees or data circuit fees charged by a CRS/GDS/ARS and/or SITA/ARINC in connection with, or as a result of, the support of Secure Flight functionality, are the responsibility of Customer.

d) **Implementation Fees.** The Implementation Fees in Exhibit A, Section 8.2 are amended to include the following:

Product/Services Description	Implementation Fees (Including Training)
Secure Flight - Interim Solution	[***] Implementation Fee*

\* Implementation Fees includes: (a) up to a maximum of [\*\*\*] hours of implementation support including project management, operations, NAVITAIRE system training, and support personnel; and (b) development costs. Implementation hours in excess of the included [\*\*\*] hours will be invoiced to Customer on a time and materials basis. Development costs include the Unsolicited Message work, as documented in CR 125614. If additional development costs are incurred due to new requirements coming out of UAT and/or government testing, they will be invoiced to Customer on a time and materials basis.

Implementation Fee will be invoiced to Customer as follows:

Development Costs [\*\*\*] and Implementation Costs [\*\*\*]: [\*\*\*] will be invoiced to Customer and is due upon signature of this Amendment, [\*\*\*] will be invoiced to Customer and is due upon upgrade of the test account, and the remaining [\*\*\*] will be invoiced to Customer and is due upon upgrade of the production account.

Secure Flight implementation is dependent upon Customer obtaining required commercial agreements between system providers and contingent upon Customer's prior upgrade to the required release of New Skies. If NAVITAIRE Project Management assistance is required for the upgrade to New Skies release 2.3 R2, it will be requested via the NAVITAIRE standard Work Order process and is billable to Customer on a time and materials basis.

2 **No Other Changes.** Except as specifically amended by this Amendment, all other provisions of the Agreement remain in full force and effect. This agreement shall not constitute or operate as a waiver of, or estoppel with respect to, any provision of the Agreement by any party hereto.

3 **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

- 4           **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon NAVITAIRE and the Customer and their respective successors, heirs and assigns.
- 5           **Conflict of Provisions.** In the event that there exists a conflict between any term, condition, or provision contained within this Amendment, and in any term, condition, or provision contained within the Agreement, the term, condition, or provision contained within this Amendment shall control.

3

*[6.2.29] [Navitaire Hosted Services Agmt - Amendment No. 4.pdf] [Page 3 of 4]*

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**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the day and year first above written.

**NAVITAIRE INC.**

By: /s/ J. Dabkowski  
Its: Managing Director

Date: August 28, 2009

**CUSTOMER**

By: /s/ Craig Maccubbin  
Its: Chief Information Officer

Airline: Spirit Airlines

Date: 8-20-2009

4

*[6.2.29] [Navitaire Hosted Services Agmt - Amendment No. 4.pdf] [Page 4 of 4]*

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**AMENDMENT NO. 5 TO**

**NAVITAIRE HOSTED SERVICES AGREEMENT**

This Amendment No. 5 to the NAVITAIRE Hosted Services Agreement (this "Amendment"), effective as of November 4, 2009, is entered into by and between NAVITAIRE Inc., a Delaware corporation ("NAVITAIRE"), and Spirit Airlines, Inc., a Delaware corporation ("Customer") initially capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Agreement (as defined below).

- A. NAVITAIRE and Customer are parties to that certain NAVITAIRE Hosted Services Agreement dated as of February 28, 2007, as amended by: (i) Amendment No. 1 dated as of October 23, 2008; (ii) Amendment No. 2 dated as of May 18, 2008; (iii) Amendment No. 3 dated as of November 21, 2008; and (iv) Amendment No. 4 dated as of August 17, 2009 (the "Agreement"), pursuant to which NAVITAIRE performs Hosted Services for Customer.
  - B. Section 19.1 of the Agreement permits the parties to amend the terms and conditions of the Agreement provided such amendment is made in writing signed by the parties.
  - C. NAVITAIRE and Customer desire to amend the Agreement as provided below.
-

Accordingly, and in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

**1 Amendment to Add Advanced Passenger information System (APIS) to the Agreement**, as follows:

- a) **Scope of Services.** The following is hereby added to Exhibit A, Section 2, Scope of Services:

**X Advanced Passenger Information System (APIS) - CARICOM**

- a) **Functionality.** The following functionality is hereby added to Exhibit A, Section 6, New Skies by NAVITAIRE Functionality Included in Hosted Reservation Services, as follows:

**General Features - Advanced Passenger Information System (APIS)**

- Ability to collect via travel document information from various sources during the booking process and at check-in APIS is supported in the following products:
  - Call center applications (SkySpeed)
  - Airport (SkyPort) via passport scanner or manual input
  - API (Booking and shack-in)
  - GDS
  - Code-Share
- System supports document verification processes during check-in and passenger boarding (as required).

**General Features - Advanced Passenger Information System (APIS)**

- APIS date is transmitted via SITA/ARINC in UN-EDIFACT/PAXLST format with the following information
  - Flight
  - Passenger
  - Travel Documents (mandatory and optional)
- Functionality is available in New Skies release 2.2 and higher.

**Note:** Customer is responsible for negotiating and maintaining the appropriate agreements and any costs associated with the other host provider(s) for this connectivity. Customer should also note that this APIS section refers to US message requirements. Other APIS may require some adjustment/development depending on any differences between US APIS and these other government APIS requirement.

NAVITAIRE may in some instances be precluded under governmental regulations and laws from providing this functionality in whole or in part.

- b) **Monthly Recurring Service Fees.** The Monthly Recurring Services Fees - Advance Passenger Information System (APIS) Connectivity Services/Products are hereby added to Exhibit A, Section 8.1.10 of the Agreement, as follows:

**8.1.10 Monthly Recurring Services Fees - Advance Passenger Information System (APIS) Connectivity Services/Products.** (Applicable only if selected in Section 2 of Exhibit A.)

Monthly infrastructure and Support Fee	[***]
Per Messages Transaction Fee	[***]

- \* Pricing is valid for the functionality described In Exhibit A, Section 5, in support of the Advanced Passenger Information System (APIS).
  - \*\* Any APIS message volumes collectively for all APIS transactions above the included fifty thousand (50,000) APIS messages will incur the additional Monthly Recurring Service Fees outlined in Section 8.1.10 above.
- Note:** Any applicable message fees, segment fees or data circuit fees charged by a CRS/GDS/ARS and/or SITA/ARINC In connection with, or as a result of, the support of APIS functionality, are the responsibility of Customer.

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**d) Implementation Fees.** The Implementation Fees In Exhibit A, Section 8.2 are amended to Include the following:

Advanced Passenger Information System (APIS)	[***]
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- \* Support for each country-specific APIS implementation requires initiation of an implementation project and may be subject to additional development fees. Implementation Fees will be invoiced to Customer per the standard terms of the Agreement.
- 2 **No Other Changes.** Except as specifically amended by this Amendment, all other provisions of the Agreement remain in full force and effect. This Amendment shall not constitute or operate as a waiver of, or estoppel with respect to, any provisions of the Agreement by any party hereto.
- 3 **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 4 **Successors and Assigns.** This Amendment shall Inure to the benefit of and be binding upon NAVITAIR and the Customer and their respective successors, heirs and assigns.
- 5 **Conflict of Provisions.** In the event that there exists a conflict between any term, condition, or provision contained within this Amendment, and in any term, condition, or provision contained within the Agreement, the term, condition, or provision contained within this Amendment shall control.

**IN WITNESS WHEREOF,** the parties hereto have executed this Amendment as of the - and year first above written.

NAVITAIR INC.

By:	/s/ J.D. Dabkowski
Its:	Managing Director
Date:	February 8, 2010

**CUSTOMER**

By:	/s/ Craig Maccubbin
Its:	CIO
Date:	December 4, 2009
Airline	Spirit Airlines

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**AMENDMENT NO. 6 TO  
NAVITAIRE HOSTED SERVICES AGREEMENT**

This Amendment No. 6 to the NAVITAIRE Hosted Services Agreement (this "Amendment"), effective as of February 1, 2010, is entered into by and between NAVITAIRE Inc., a Delaware corporation ("NAVITAIRE"), and Spirit Airlines, Inc., a Delaware corporation ("Customer"). Initially capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Agreement (as defined below).

- A. NAVITAIRE and Customer are parties to that certain NAVITAIRE Hosted Services Agreement dated as of February 28, 2007, as amended by: (i) Amendment No. 1 dated as of October 23, 2008; (ii) Amendment No. 2 dated as of May 18, 2008; (iii) Amendment No. 3 dated as of November 21, 2008; (iv) Amendment No. 4 dated as of August 17, 2009; and (v) Amendment No. 5 dated as of November 4, 2009 (the "Agreement"), pursuant to which NAVITAIRE performs Hosted Services for Customer.
- B. Section 19.1 of the Agreement permits the parties to amend the terms and conditions of the Agreement provided such amendment is made in writing signed by the parties.
- C. NAVITAIRE and Customer desire to amend the terms of the Agreement as provided below.

Accordingly, and in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

**1      Amendment to add Secure Flight to the Agreement,** as follows:

- a) **Functionality.** The following functionality is hereby added to Exhibit A, Section 6, New Skies by Navitaire Functionality Included in Hosted Reservation Services. as follows:

## Secure Flight

### General Features - Secure Flight Solution for New Skies 3.2.x series

- Ability to collect Secure Flight Passenger Data (SFPD) through all booking channels and during the check-in process.
- Ability to create and transmit SFPD UN-EDIFACT messages to the United States Department of Homeland Security (US-DHS) message router for passengers.
- Ability to collect Gate Pass Holder information with subsequent creation and transmission of SFPD Gate Pass UN-EDIFACT messages to US-DHS message router prior to issuance of gate passes via SkyPort. The gate pass is a document issued to non-travelers, allowing them entry through airport security to a sterile area normally reserved for passengers.
- Ability to process US-DHS response messages by assigning boarding pass printing results and Electronic System for Travel Authorization (ESTA) status to the passenger.
- Ability to process US-DHS unsolicited messages by creating and transmitting acknowledgement messages to the US-DHS router.
- Ability to evaluate the Boarding Pass Printing Result and ESTA status during the check-in and boarding process.
- Ability to display the Boarding Pass Printing Result and ESTA status in SkyPort.
- Ability to perform batch and interactive transmission of SFPD messages during the Secure Flight transmission window (the 72 hours prior to departure).
- Ability to collect, store, and include Passenger Redress Number in SFPD messages.
- Ability to collect, store, and include Known Traveler Number in SFPD messages.

**Note:** Customer is responsible for negotiating and maintaining the appropriate agreements and any costs associated with the other host provider(s) for this connectivity.

### Limitations and Exclusions - Secure Flight Solution for New Skies 3.2.x series

- Transmission of crew data is not supported.
- Domestic to domestic international flights for United States carriers (e.g. ORY to NCE).
- Ability to receive Passenger Redress number and Known Traveler number is not currently available via IATCI messaging.
- Additional industry or IATA requirements not specifically included above.

1

Hosted Services Agreement - Confidential

NAVITAIRE Inc.

- b) **Monthly Recurring Service Fees.** The following note is added to Section 8.1.9, Monthly Recurring Services Fees - Secure Flight Connectivity Services/Products, of Exhibit A of the Agreement:

Monthly Recurring Service Fees for Secure Flight include cost savings realized by leveraging the existing AQQ infrastructure. Should Customer request termination of the current AQQ commercial arrangements, whether voluntarily or by government mandate, the Monthly Recurring Service Fees for Secure Flight will be increased.

**Note 2:** monthly recurring service fees for secure flight will be increased if customer terminates current arrangements.

- c) **Implementation Fees.** The Implementation Fees in Exhibit A, Section 8.2 are amended to include the following:

Product/Service Description	Implementation Fees (Including Training)
Secure Flight - Full Solution	[***]

- \* Implementation Fee includes: (a) up to a maximum of [\*\*\*] of implementation support including project management, operations, NAVITAIRE system training, and support personnel; and (b) development costs. Implementation hours in excess of the included [\*\*\*] will be invoiced to Customer on a time and materials basis. If additional development costs are incurred due to new requirements coming out of UAT and/or government testing, they will be invoiced to Customer on a time and materials basis.

Implementation Fee will be invoiced to Customer as follows:

[\*\*\*]

Secure Flight implementation is dependent upon Customer obtaining required commercial agreements between system providers and contingent upon Customer's prior upgrade to the required release of New Skies. If NAVITAIRE Project Management assistance is required for further upgrades to New Skies, it will be requested via the NAVITAIRE standard Work Order process and is billable to Customer on a time and materials basis.

- 2 **No Other Changes.** Except as specifically amended by this Amendment, all other provisions of the Agreement remain in full force and effect. This Amendment shall not constitute or operate as a waiver of, or estoppel with respect to, any provisions of the Agreement by any party hereto.
- 3 **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
- 4 **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon NAVITAIRE and the Customer and their respective successors, heirs and assigns.

- 5 **Conflict of Provisions.** In the event that there exists a conflict between any term, condition, or provision contained within this Amendment, and in any term, condition, or provision contained within the Agreement, the term, condition, or provision contained within this Amendment shall control.

[\*\*\*] Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission

2

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Hosted Services Agreement - Confidential

NAVITAIRE INC.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

NAVITAIRE INC.

By: J. Dabowski  
Its: MANAGING DIRECTOR

Date: JUNE 9, 2010

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**CUSTOMER**

By: Craig Maccubbin

Its: CIO

Airline: SPIRIT AIRLINES

Date: 4-9-2010

3

Hosted Services Agreement - Confidential

NAVITAIRE LLC

**AMENDMENT NO. 7 TO  
NAVITAIRE HOSTED SERVICES AGREEMENT**

This Amendment No. 7 to the NAVITAIRE Hosted Services Agreement (this "Amendment"), effective as of August 31, 2010 (the "Effective Date"), is entered into by and between NAVITAIRE LLC, a Delaware limited liability company and legal successor to Navitaire, Inc. ("NAVITAIRE"), and Spirit Airlines, Inc., a Delaware corporation ("Customer"). Initially capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Agreement (as defined below).

- A. NAVITAIRE and Customer are parties to that certain NAVITAIRE Hosted Services Agreement dated as of February 28, 2007, as amended by: (i) Amendment No. 1 dated as of October 23, 2008; (ii) Amendment No. 2 dated as of May 18, 2008; (iii) Amendment No. 3 dated as of November 21, 2008; (iv) Amendment No. 4 dated as of August 17, 2009; (v) Amendment No. 5 dated as of November 4, 2009; and (vi) Amendment No. 6 dated as of February 1, 2010 (the "Agreement"), pursuant to which NAVITAIRE performs Hosted Services for Customer.
- B. Section 19.1 of the Agreement permits the parties to amend the terms and conditions of the Agreement provided such amendment is made in writing signed by the parties.
- C. NAVITAIRE and Customer desire to amend the terms of the Agreement as provided below.

Accordingly, and in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

**1 Settlement and Clarification of Invoices**, as follows:

- a) The parties have reached agreement to settle any and all issues related to the provision of services by NAVITAIRE to Customer accruing from February 28, 2007 to the Effective Date (the "Settled Issues") by providing the accommodations listed in Sections 1 and 2 of this Amendment in consideration for Customer's release provided in Section 7.
- b) **Invoice 1020007332.** NAVITAIRE releases Customer from the obligation of paying the amount of [\*\*\*] issued on June 10, 2010. This invoice is for the Secure Flight development fee, as per Amendment No. 6 of the Agreement.
- c) **Invoice 1020007377.** Customer will pay in full to NAVITAIRE the amount of [\*\*\*] issued on June 16, 2010. This invoice is for the New Skies 3.2 upgrade, as per Work Order 80224 of the Agreement.

- d) Amounts Not Yet Invoiced.** NAVITAIRE releases Customer from the obligation of paying the remaining amount that has not yet been invoiced for the a) New Skies 3.2 upgrade, as per Work Order 80224 of the Agreement (excluding travel expenses which remain payable by Customer) and b) Secure Flight Implementation, as per Amendment No. 6 of the Agreement. All other invoices will be paid by Customer as per the Agreement.

**2 Amendment to reduce the Monthly Minimum Segment Guarantees,** as follows:

Effective June 1, 2010 and continuing through May 31, 2013, NAVITAIRE will provide Customer with [\*\*\*] Segment reduction per contract year. For each contract year, this will equate to [\*\*\*] Segment reduction per calendar month for a total of [\*\*\*] calendar months, while allowing Customer to maintain Seasonality Allocation Schedule as contemplated in Amendment 3.

For the purposes of clarification, the Annual Guaranteed Minimum Passenger Boarded "AMGPB" table found in Section 8.1.1 b) Recurring Service Fees - Core Services/Products in Exhibit A of the Agreement is hereby replaced in its entirety as follows:

[\*\*\*] Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission

1

Hosted Services Agreement - Confidential

NAVITAIRE LLC

Year	Annual Minimum Guarantee of Passengers Boarded "AMGPB"*
	(Passengers Boarded)
1 (June 1, 2008 - May 31, 2009)	[***]
2 (June 1, 2009 - May 31, 2010)	[***]
3 (June 1, 2010 - May 31, 2011)	[***]
4 (June 1, 2011 - May 31, 2012)	[***]
5 (June 1, 2012 - May 31, 2013)	[***]
6 (June 1, 2013 - May 31, 2014)	[***]
7 (June 1, 2014 - May 31, 2015)	[***]
8 (June 1, 2015 - May 31, 2016)	[***]
9 (June 1, 2016 - May 31, 2017)	[***]
10 (June 1, 2017 - May 31, 2018)	[***]
11* (June 1, 2018 - August 31, 2018)	[***]

\* Contract year eleven (11) will be a partial year with an average of [\*\*\*] Guaranteed Minimum Passengers Boarded per month.

**3 Amendment to modify the Term of the Agreement,** as follows:

Customer agrees to extend the Term of the Agreement by three (3) months. Section 5.1 Term, of the Agreement, is hereby deleted and replaced in its entirety as follows:

**5.1** **Term.** Unless otherwise terminated earlier under this Section 5, this Agreement shall commence on June 1, 2008 and continue for an Initial Term of ten (10) years and three (3) months for the respective Hosted Services. This Agreement will renew automatically for two (2) additional one (1) year renewal terms unless one party provides written notice of termination to the other party at least [\*\*\*] calendar days prior to the end of the initial or any renewal term. NAVITAIRE may increase the Service Fees payable by Customer with respect to any renewal term; provided that NAVITAIRE gives Customer written notice of such increase in Service Fees at least [\*\*\*] prior to the end of the then current term, but otherwise the terms hereof shall likewise apply to each renewal term.

**4** **Amendment to provide Annual Service Credits,** as follows:

Beginning on January 1, 2011 and continuing through December 31, 2013, NAVITAIRE will provide Customer with [\*\*\*] per calendar year, for a total of [\*\*\*] calendar years.

Service Credits can be used by Customer for Enhancements, Work Orders, Upgrades, and/or new product Implementation requests. Service Credits remaining at the end of each calendar year cannot be rolled over to the next calendar year and will be forfeited.

**5** **Amendment to add New Skies SAS70 reports to the Agreement,** as follows:

NAVITAIRE will provide Customer with the annual New Skies SAS70 report, [\*\*\*], for the remaining term of the Agreement beginning with the 2010 annual New Skies SAS70 report.

[\*\*\*] Confidential portions of the material have been omitted and filed separately with the Securities and Exchange Commission

2

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Hosted Services Agreement - Confidential

NAVITAIRE LLC

**6** **Amendment to add Third-Party Procurement as Section 19.7 of the Agreement,** as follows:

**19.7 Third Party Procurement.** Both Accenture and Navitaire have alliance relationships with third party product and services vendors. As part of many such relationships, Accenture and Navitaire LLC are able to resell certain products and services and/or may receive compensation from vendors in the form of fees or other benefits in connection with the marketing, technical and other assistance provided by Accenture and/or Navitaire. Customer acknowledges that such relationships may be beneficial to Accenture and/or Navitaire LLC.

**7** **Customer Release of Claims.** Upon execution of this Amendment No. 7 to the Agreement by both parties, Customer hereby agrees to fully and irrevocably waive any and all claims it may have against NAVITAIRE prior to the Effective Date, provided that Customer does not forfeit or waive any rights it may have under the Agreement associated with failures to meet the Minimum System Availability Target SLA by Navitaire prior to the Effective Date. For the avoidance of doubt, the parties agree that through the Effective Date there have been two (2) failures of NAVITAIRE to meet Minimum System Availability Target (January 2010 and March 2010) as described in Exhibit A Section 9.8.2. In consideration for the various credits and monthly minimum reductions to be provided by NAVITAIRE pursuant to this Amendment No. 7, Customer hereby waives and releases all rights, claims, demands, and causes of action, of any nature whatsoever, known and unknown, arising out of or related to NAVITAIRE'S services for Customer in connection with the Settled Issues.

**8** **No Other Changes.** Except as specifically amended by this Amendment, all other provisions of the Agreement remain in full force and effect. This Amendment shall not constitute or operate as a waiver of, or estoppel with respect to, any provisions of the Agreement by any party hereto.

**9** **Counterparts.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

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- 10      **Successors and Assigns.** This Amendment shall inure to the benefit of and be binding upon NAVITAIRE and the Customer and their respective successors, heirs and assigns.
- 11      **Conflict of Provisions.** In the event that there exists a conflict between any term, condition, or provision contained within this Amendment, and in any term, condition, or provision contained within the Agreement, the term, condition, or provision contained within this Amendment shall control.

<Signature Page Follows>

3

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Hosted Services Agreement - Confidential

NAVITAIRE LLC

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

**NAVITAIRE LLC**

By:        /s/ Illegible

Its:

Date:

**CUSTOMER**

By:        Craig Maccubbin

Its:        CIO

Airline: SPIRIT AIRLINES

Date: 8-31-2010

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

### SIGNATORY AGREEMENT (U.S. Transactions)

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

(U.S. Transactions)

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### SIGNATORY AGREEMENT (U.S. Visa and MasterCard Transactions)

This Signatory Agreement, including the Schedules attached hereto ("this Signatory Agreement") and together with the Master Terms of Service ("MTOS") referenced below ("this Agreement"), dated as of May 21, 2009 ("Effective Date"), is by and between Spirit Airlines, Inc., a company organized under the laws of the state of Delaware having its place of business at 2800 Executive Way, Miramar, Florida 33025 (hereafter "Carrier"), and U.S. Bank National Association, a national banking association, acting as "Member" and "Servicer." Carrier, Member and Servicer shall be collectively referred to as the "Parties" and individually each a "Party". Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the MTOS attached hereto as Exhibit A and incorporated herein as provided in Section 1 below.

#### RECITALS

WHEREAS, Carrier, an air carrier engaged in the transportation of passengers by air, desires to make available to its customers a convenient means of purchasing air transportation, both on a current and time payment basis, through the use of Cards; and

WHEREAS, Member is a member of Visa U.S.A. Inc. and MasterCard International (collectively, the "Applicable Card Associations") and is qualified to enter into contractual relationships with merchants such as Carrier who wish to honor Cards which bear the service marks of the Applicable Card Associations; and the Applicable Card Associations contemplate that Cards will be issued by financial institutions who are members in the respective systems and that such Cards will be honored by merchants who have signed agreements with member financial institutions;

WHEREAS, Servicer is qualified to provide the merchant processing services required in order to honor Cards; and

WHEREAS, Carrier has engaged Member and Servicer to process Transactions conducted in the United States of America ("Applicable Transactions") on behalf of Carrier, and Member and Servicer have agreed to undertake such processing.

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

Section 1. Incorporation of MTOS. The MTOS are incorporated into and are a part of this Agreement and each Party acknowledges, affirms and agrees that it is bound by the terms of the MTOS. Each reference in the MTOS to "the Signatory Agreement" means this Signatory Agreement with Member and Servicer as named in the preamble hereof. Each reference in this Signatory Agreement, the MTOS or the Schedules hereto to "the Agreement" or "this Agreement" mean this Signatory Agreement, the MTOS and the Schedules attached hereto, which form part of this Agreement and shall have effect as if set out in full body of this Agreement, collectively.

Section 2. Processing Services. Carrier hereby requests that Member and Servicer process Applicable Transactions on behalf of Carrier and provide the services described in this Agreement, and Member and Servicer each agree to process, or cause to be

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

(U.S. Transactions)

processed, the Applicable Transactions and provide such services, or cause them to be provided, in compliance with the terms and conditions of this Agreement, the Operating Regulations and applicable requirements of law. Notwithstanding the foregoing or anything else to the contrary contained in the Agreement, if during the initial 120-day period following the Commencement Date (defined below) refunds to be submitted for processing under this Agreement on any day shall exceed [\*\*\*] of all Transactions to be submitted for processing under this Agreement on such day, then, prior to the submission of such Transactions for processing, Carrier shall wire to Servicer an amount equal to the aggregate dollar amount that the refunds exceed the [\*\*\*] limit. If Carrier fails to wire such amount, Member and Servicer may refuse to process any Transactions under this Agreement and may terminate this Agreement. Member and Servicer shall have no liability to Carrier if Member and Servicer elect not to continue to process Transactions under this Agreement as a result of an excessive number of refunds being submitted during such period.

Section 3. Commencement Date. Member and Servicer shall commence processing Applicable Transactions under this Agreement by July 1, 2009 (the "Commencement Date").

Section 4. Effective Date. This Agreement shall become effective as of the Effective Date upon execution, and delivery to the other Parties, of this Signatory Agreement by each Party hereto, and delivery by Carrier of such resolutions, organizational documents and certificates as Servicer shall have requested, in its sole discretion.

Section 5. Applicable Country; Settlement Currency. The "Applicable Country" for this Agreement is the United States of America. All settlements with respect to Applicable Transactions shall be in U.S. dollars.

Section 6. Settlement Account. The Settlement Account for Applicable Transactions submitted under this Agreement shall be identified in writing by Carrier to Servicer from time to time.

Section 7. [\*\*\*]

Section 8. Effect of Insolvency Proceeding. Notwithstanding anything contained in the MTOS to the contrary, upon and after the occurrence of the commencement, whether by or against Carrier, of any bankruptcy, reorganization, or other proceeding under any bankruptcy, reorganization, or other insolvency law, Servicer may, at its option, require as a condition to the processing of any Applicable Transactions submitted to it relating to sales made by Carrier prior to or after the institution of such proceedings, the entry of an order by the court having the jurisdiction of any such proceeding, authorizing Carrier to issue, and Member and Servicer to process, Applicable Transactions for sales made by Carrier prior to or after the institution of such proceeding.

Section 9. Notices. All notices permitted or required to be sent pursuant to this Agreement shall be addressed as set forth below:

TO CARRIER: Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

3

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

(U.S. Transactions)

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ATTENTION: David Lancelot, Senior Vice President and Chief Financial Officer  
Fax: (954) 447-7967 or Email: david.lancelot@spiritair.com and David Bradford, Vice President and Treasurer  
Fax: (954) 447-7967 or Email: david.bradford@spiritair.com

With a copy to: Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

ATTENTION: Thomas Canfield, Senior Vice President and General Counsel  
Fax: (954) 447-7854 or Email: thomas.canfield@spiritair.com

TO MEMBER: U.S. Bank National Association  
Mail Station BC-MN-H22P  
800 Nicollet Mall  
Minneapolis, Minnesota 55415

ATTENTION: Credit Manager  
Telecopy: (612) 303-3653

TO SERVICER: U.S. Bank National Association  
Mail Station BC-MN-H22P  
800 Nicollet Mall  
Minneapolis, Minnesota 55415

ATTENTION: Credit Manager  
Telecopy: (612) 303-3653

Section 10. Term. This Agreement shall become effective as of the Effective Date and continue in effect, unless earlier terminated pursuant to Section 14 of the MTOS for an initial term of two (2) years from the Commencement Date (the "Initial Term"); provided, that, this Agreement will automatically extend for an additional one (1) year after the Initial Term unless either party provides written notice to the other of its intent not to extend the Agreement for such additional year by giving written notice of such determination at least ninety (90) days prior to the expiration of the Initial Term.

Section 11. Role of Servicer. Notwithstanding the terms of this Agreement, Servicer (or any other Person to which Servicer may delegate functions or duties) with respect to functions and duties that may be performed by Member or by it, shall perform, or cause to be performed, all processing and operational functions under this Agreement for Carrier and interact with Carrier with respect to the same, including the remittance to Carrier of funds received from the Card Associations, if permitted by Operating Regulations, except that Member shall settle all Applicable Transactions with the Applicable Card Associations. Any requests or notices made by Carrier, all Sales Records and Credit Records to be submitted by it, and all reports, materials, information or notices to be provided by it, shall be sent, submitted or provided by Carrier to Servicer in satisfaction of any requirement to provide the same to Servicer and Member and shall not be sent, submitted or provided to

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Member unless Servicer otherwise instructs Carrier in writing. Unless Servicer otherwise agrees, Servicer, if permitted by Operating Regulations and in compliance with applicable requirements of law, for itself and on behalf of Member, will retain and hold any Deposit amount and make any requests for or retain additional funds, including Reserved Funds, all as contemplated by the Exposure Protection Schedule and shall have the right to exercise all rights and remedies of Servicer and/or Member under this Agreement. Servicer shall have all rights and benefits of Member with respect to actions that may be taken by Member that are taken by Servicer. Carrier may rely on any agreements, consents, waivers and actions of Servicer as if the same were performed by Member.

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Section 12. Entirety. This Agreement (including the MTOS, the Fee Schedule and the Exposure Protection Schedule attached to this Signatory Agreement) constitutes the entire understanding and agreement among the Parties with respect to the subject matter herein contained, and there are no other agreements, representations, warranties or understanding, oral or written, expressed or implied, that are not merged herein and superseded hereby. This Agreement shall not be amended, supplemented, modified or changed in any manner, except as provided in writing and signed by the Parties hereto.

Section 13. Governing Law. This Agreement and any matter arising from or in connection with it shall be governed by and construed in accordance with the internal laws of the State of Minnesota, without regard to its conflict of law principles.

Section 14. Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 15. Counterparts; Facsimile. The Agreement and any and all related documents may be executed in any number of counterparts, each of which, when so executed, then delivered or transmitted by facsimile, shall be deemed to be an original, and all of which taken together shall constitute but one and the same instrument. In particular, the Agreement and any and all related documents may be executed by facsimile, and signatures on a facsimile copy hereof shall be deemed authorized original signatures.

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5

*[6.2.36] [U.S. Bank - Signatory Agreement.pdf]*

(U.S. Transactions)

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

CARRIER:

SPIRIT AIRLINES, INC.

Signature: /s/ D. Bradford  
Title: VP Treasurer

Date:

MEMBER AND SERVICER:

U.S. BANK NATIONAL ASSOCIATION

Signature: /s/ John R. Follert  
Title: Its Authorized Representative

Date: 5/21/2009

*[6.2.36] [U.S. Bank - Signatory Agreement.pdf]*

(U.S. Transactions)

Value Added Services Schedule

[To be completed by Carrier]

*[6.2.36] [U.S. Bank - Signatory Agreement.pdf]*

(U.S. Transactions)

Exhibit A to Signatory Agreement

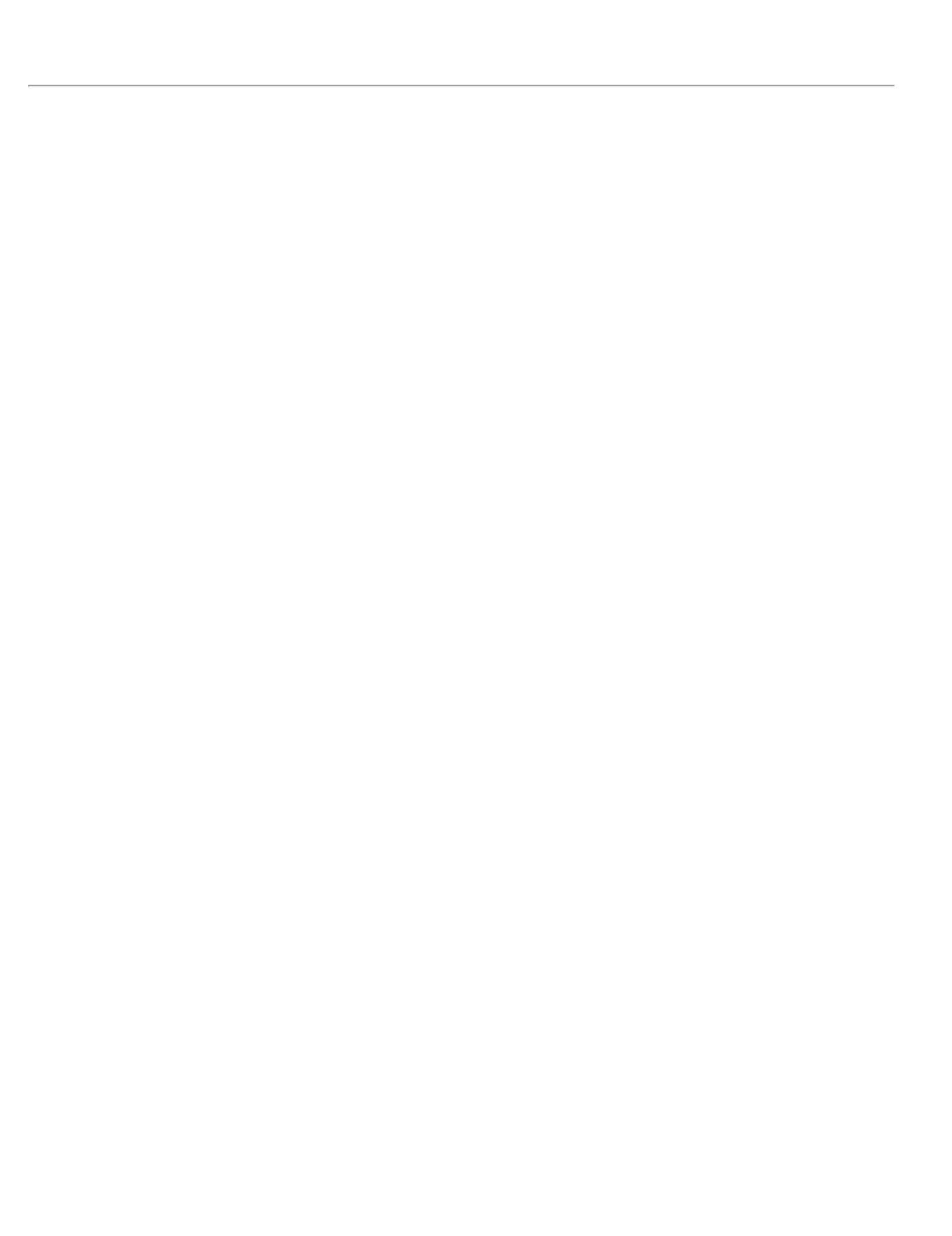
## MASTER TERMS OF SERVICE

*[6.2.36] [U.S. Bank - Signatory Agreement.pdf]*

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### TABLE OF CONTENTS

SECTION 1.	DEFINITIONS	1
SECTION 2.	RULES AND REGULATIONS	6
SECTION 3.	HONORING CARDS.	7
SECTION 4.	CARDHOLDER ACCOUNT INFORMATION; SECURITY PROGRAM COMPLIANCE	11
SECTION 5.	RETURNED UNUSED TRAVEL COSTS; CREDIT ADJUSTMENT	13
SECTION 6.	SUBMISSION OF ELECTRONIC SALES RECORDS AND ELECTRONIC CREDIT RECORDS	13
SECTION 7.	ELECTRONIC TRANSMISSION.	15
SECTION 8.	CHARGEBACKS.	16
SECTION 9.	REPRESENTATIONS AND WARRANTIES	17
SECTION 10.	SERVICE MARKS AND TRADEMARKS	19
SECTION 11.	AUDIT	20
SECTION 12.	DISPUTES WITH CARDHOLDERS	20
SECTION 13.	ASSIGNMENT; DELEGATION OF DUTIES	20
SECTION 14.	INDEMNIFICATION; LIMIT ON LIABILITY	21
SECTION 15.	TERMINATION AND WAIVER	22
SECTION 16.	NOTICES	23



SECTION 17.	RULES AND REGULATIONS; APPLICABLE LAW	23
SECTION 18.	REIMBURSEMENT BY CARRIER	24
SECTION 19.	COST AND EXPENSES	24
SECTION 20.	ASSISTANCE	25
SECTION 21.	REPORTING	25
SECTION 22.	GENERAL	26
SECTION 23.	REMEDIES CUMULATIVE	27
SECTION 24.	CONFIDENTIALITY	27

i

*[6.2.36] [U.S. Bank - Signatory Agreement.pdf]*

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SECTION 25.	FORCE MAJEURE	28
SECTION 26.	ASSOCIATION OBLIGOR	28
SECTION 27.	JUDGMENT CURRENCY	28
SECTION 28.	WAIVER OF SOVEREIGN IMMUNITY	29

Exhibits and Schedules

Exhibit A              Payment Days

ii

*[6.2.36] [U.S. Bank - Signatory Agreement.pdf]*

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## MASTER TERMS OF SERVICE

### **PREAMBLE**

Carrier (as such capitalized terms and other capitalized terms used in this preamble are defined below), a certified air carrier engaged in the transportation of passengers by air, desires to make available to its customers a convenient means of purchasing air transportation through the use of Cards. These Master Terms of Service ("MTOS") and the other terms of the Agreement govern Carrier's receipt of Card processing services.

### **SECTION 1. DEFINITIONS.**

1.1 For the purpose of this Agreement, the terms below shall have the following meanings:

**Affiliate** - With respect to any Party, any Person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with such Party. The term control (including the terms "controlled by" and "under common control with") means the possession, directly, of the power to direct or cause the direction of the management and policies of the Person in question.

**Agent** - A business organization duly licensed (if so required) and authorized to perform functions of a travel agent who is not an employee of Carrier and who has been duly designated, appointed and authorized by Carrier to act as a travel agent on behalf of Carrier.

**Agreement** - The Signatory Agreement among Carrier, Servicer and Member providing for the processing of Card Transactions that incorporates the MTOS and all schedules and exhibits attached thereto or attached to the MTOS. Each reference to "the Agreement" or "this Agreement" contained herein shall constitute a reference to, collectively, (a) the Signatory Agreement, (b) each schedule or exhibit attached to such Signatory Agreement, and (c) the MTOS and each schedule or exhibit attached to the MTOS.

**Applicable Country** - Any country in which Card Transactions are being transacted pursuant to and as permitted by this Agreement, as identified in the Signatory Agreement.

**Applicable Rate** - The Applicable Rate (using a 365-day year) shall be determined in accordance with the following chart for each Settlement Currency:

Settlement Currency	Applicable Rate
U.S. Dollars	[***]

**Association Obligor** - Any Person (other than Carrier) (i) directly liable (a "Direct Obligor") for obligations owed to any Card Association on account of Sales Records submitted to a Card Association hereunder (for example, Chargebacks and Card Association fines and assessments), or (ii) indirectly liable to any Card Association on account of Sales Records submitted to a Card Association hereunder through an indemnity given to a Direct Obligor or a guarantee of payment of any such indemnity obligation to a Direct Obligor (an "Indirect Obligation").

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

**Authorization** - The process whereby Carrier requests permission for the Card to be used for a particular Transaction.

**AVS** - Address verification service.

**Billing Settlement Processor** - A bank settlement plan or similar entity that aggregates Card Transactions for such regions or Applicable Countries as the Parties may mutually agree and submits Card Transactions on behalf of Carrier.

**Business Day** - With respect to Transactions submitted to Member or Servicer, any weekday, Monday through Friday, except when any such day is a legal holiday recognized by Member or Servicer.

**Card** - Any credit or debit card bearing the service mark of a Card Association or other evidence of an account, including an account number, issued under the auspices of a Card Association.

**Card Associations** - The Applicable Card Association(s) as defined in the Signatory Agreement.

Card Issuer - Any bank or financial institution that is a member of a Card Association and issues a Card.

Cardholder - Any person authorized to use a Card by the Card Issuer.

Cardholder Account Information - As defined in Section 4.1.

Carrier - The merchant that is Party to the Signatory Agreement.

Carrier's Rights - As defined in the Exposure Protection Schedule.

Carrier Website - The website Carrier has established or may establish from time to time for the purpose of selling goods and services in the Applicable Countries.

Chargeback - Any amount claimed from or not paid to Member, Servicer or any other Association Obligor or a refusal or reversal of any payment by a Card Issuer in relation to a Card Transaction for any reason stipulated in the Operating Regulations or any amount claimed from Carrier by Member or Servicer in relation to a Card Transaction as stipulated in the Operating Regulations, or, if the context so requires, the act of returning a previously processed Card Transaction or of asserting a claim for payment.

Commencement Date - As defined in the Signatory Agreement.

CNP Transactions - A Card Transaction which is accepted and processed where the Cardholder is not present or the Card is not provided physically to Carrier at the time the Transaction occurs (for example, internet, mail order or telephone order).

Credit Record - A record, whether paper or electronic, approved by Member or Servicer, which is used to evidence a refund or adjustment of a purchase made through the use of a Card, and which will be credited to a Cardholder account.

2

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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Deposit - The aggregate of (a) Reserved Funds and (b) any cash remitted and pledged by Carrier to Member, Servicer or any other Secured Party pursuant to or in connection with this Agreement to secure the Obligations hereunder, and all additions to such aggregate made from time to time and all monies, securities, investments and instruments purchased therewith and all interest, profits or dividends accruing thereon and proceeds thereof. In the event that Transactions are settled in multiple currencies, Member or Servicer may require separate Deposits in such currencies.

Effective Date - The date set forth as the "Effective Date" in the Signatory Agreement that is part of this Agreement.

Electronic Credit Record - An electronic Credit Record.

Electronic Data Capture or "EDC" - Any means by which payment information (e.g. Electronic Sales Record or Electronic Credit Record) is transmitted electronically to Servicer for processing.

Electronic Record - An Electronic Credit Record or an Electronic Sales Record.

Electronic Sales Record - An electronic Sales Record.

Exposure Protection Schedule - The "Exposure Protection Schedule" attached to the Signatory Agreement that is part of this Agreement.

Fee Schedule - The "Fee Schedule" attached to the Signatory Agreement that is part of this Agreement.

Insolvency Event - (i) The commencement of any bankruptcy, insolvency, moratorium, liquidation, judicial reorganization proceeding, dissolution, arrangement, or proceeding under any creditors' rights law or other similar proceeding by or against Carrier, (ii) any application for, consent by Carrier, or acquiescence by Carrier in, the appointment of any trustee, receiver, or other custodian for Carrier or a substantial part of its property, (iii) any appointment of a trustee, receiver or other custodian for Carrier or a substantial part of its property, or (iv) any general assignment by Carrier for the benefit of creditors.

ISP - An internet service provider.

Judgment Currency - As defined in Section 27.

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MasterCard - MasterCard International Incorporated.

Member - The financial institution (or, to the extent allowed by Operating Regulations, a subsidiary or Affiliate of a financial institution) designated as Member in the Signatory Agreement.

Net Activity - For any day on which funds are to be remitted to Carrier under Section 6.2 hereof with respect to Transactions to be settled in the same currency, the net aggregate amount of (i) the aggregate amount of the Sales Records submitted to Servicer prior to such date of remittance of funds that are to be settled to Carrier in the same currency, plus (ii) adjustments in favor of Carrier in the same currency, minus

3

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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(iii) outstanding Credit Records, Chargebacks to Carrier for which Servicer or Member has not been reimbursed, adjustments in favor of Servicer or Member and reimbursements to Servicer or Member with respect to Sales Records in the same currency, minus (iv) fees owed to Servicer or Member and the processing fees set out in the Fee Schedule and any other obligations of Carrier to Servicer or Member arising under this Agreement, minus (v) if applicable, any net addition to Reserved Funds on such date (or plus any net subtraction from Reserved Funds on such date).

Obligations - As defined in the Exposure Protection Schedule.

Operating Regulations - The operating regulations of a Card Association as amended or supplemented from time to time.

Parties - As defined in the Signatory Agreement.

PCI - Payment Card Industry (PCI) Data Security Standard, including any amendments thereto or replacements thereof.

Person - Any natural person, corporation, partnership, limited partnership, limited liability company, joint venture, firm, association, trust, unincorporated organization, government or governmental agency or political subdivision or any other entity, whether acting in an individual, fiduciary or other capacity.

POS Device - A Terminal or other point-of-sale device at a Carrier location that conforms with the requirements established from time to time by Servicer and the applicable Card Association.

Processing Date - Any date on which Servicer processes a Card Transaction using its merchant processing system.

Relevant Authorities - Any governmental or other agencies or any regulatory authorities with jurisdiction over, or otherwise material to, the business, assets, or operations of Carrier.

Reserved Funds - All funds paid by a Card Association on account of Sales Records submitted to Member or Servicer by Carrier pursuant to this Agreement and held by Member or Servicer pursuant to the provisions of the Exposure Protection Schedule.

Retained Documents - As defined in Section 7.2.

Sales Record - A record, whether paper or electronic, which is used to evidence Travel Costs purchased by a Cardholder through the use of a Card.

Secured Party - As defined in the Exposure Protection Schedule.

Servicer - The entity designated as "Servicer" in the Signatory Agreement.

Settlement Account - A deposit account at a financial institution designated by Carrier as the account to be debited or credited, as applicable, for Net Activity.

4

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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Settlement File - The settlement file summarizing Travel Costs and Transactions submitted by Carrier by electronic transmission to Servicer or Member in such form or format as the Parties may agree.

Signatory Agreement - The "Signatory Agreement" that identifies "Member" and "Servicer" by name, is signed by each of them and by Carrier, and incorporates the MTOS.

Terms and Conditions of Sale - As defined in Section 3.14(b).

Terminal - A point-of-transaction terminal that conforms with the requirements established from time to time by Servicer and the applicable Card Association capable of (i) reading the account number encoded on the magnetic stripe, (ii) comparing the last four digits of the encoded account number to the manually key-entered last four digits of the embossed account number, and (iii) transmitting the full, unaltered contents of the magnetic stripe in the Authorization message.

Third-Party Terminal - A terminal, other point-of-sale device, or software provided to Carrier by any entity other than Servicer or an authorized designee of Servicer.

Transaction - The purchase by, or refund to, a Cardholder, using a Card for any goods or services provided by Carrier pursuant to this Agreement in the Applicable Countries.

Transaction Date - The actual date on which the Cardholder purchases goods or services with a Card, or on which a Credit Record is issued from Carrier through use of a Card.

Travel Costs - Any one, or any combination of, the following items:

- (a) the purchase of a ticket for air travel for travel along any of Carrier's routes;
- (b) the purchase of a ticket for air travel over the lines of other carriers;
- (c) the payment of airport taxes, fees and surcharges in connection with the purchase of any item specified in this section;
- (d) the payment of baggage charges;
- (e) the purchase of air freight and air cargo services offered by Carrier;
- (f) the purchase of small package delivery services offered by Carrier;
- (g) the purchase of travel services (including accommodation) on tours sold by or through Carrier in conjunction with the furnishing of air travel;

5

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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- (h) the purchase of air travel for pets on Carrier's flights;
- (i) the payment of dues associated with Carrier's airport or other club system;
- (j) the purchase of ancillary services in connection with passenger transportation;
- (k) the purchase of goods or services sold and delivered on, or in association with, Carrier's flights; and
- (l) the purchase of goods or services sold via direct mail catalog or by direct mail by Carrier.

Travel Costs shall also mean such other goods or services as Carrier and Servicer may agree to include in writing. Travel Costs shall not include charter services.

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Value Added Services - Any product or service provided by a third party unaffiliated with Servicer to assist Carrier in processing Card Transactions, including internet payment gateways, integrated Terminals, global distribution systems, inventory management and accounting tools, loyalty programs, fraud prevention programs, and any other product or service that participates, directly or indirectly, in the flow of Card Transaction data.

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Value Added Services Schedule - The Value Added Services Schedule attached to the Signatory Agreement.

1.2 In the Agreement unless the context otherwise requires:

(a) Any reference to a statute, statutory instrument, regulation or order shall be construed as a reference to such statute, statutory instrument, regulation or order as amended or re-enacted from time to time.

(b) The words "hereof," "herein" and "hereunder" and words of similar impact when used in the Agreement shall refer to the Agreement as a whole and not to any particular provision of the Agreement. References to Sections, Schedules and like references are to the Agreement unless otherwise expressly provided. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." Unless the context in which used herein otherwise clearly requires "or" has the inclusive meaning represented by the phase "and/or."

## **SECTION 2. RULES AND REGULATIONS.**

2.1 Carrier, Member and Servicer each acknowledge that the respective systems of the Card Associations are governed by their respective Operating Regulations and that all Transactions hereunder are subject to such Operating Regulations, as applicable, as the same may be amended from time to time. To the extent there is a conflict between applicable Operating Regulations and the terms of this Agreement, the Operating Regulations shall control. To the extent there is a conflict between applicable law and applicable Operating Regulations, the applicable law shall control. For purposes of the foregoing, a conflict shall

6

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

be deemed to exist only if (i) compliance with the terms of this Agreement is impossible without a breach of the applicable Operating Regulations or (ii) compliance with the applicable Operating Regulations is impossible without a breach of applicable law. Unless permitted by the applicable Operating Regulations, Carrier shall not establish minimum or maximum Transaction amounts as a condition for honoring Cards.

2.2 Carrier, Member and Servicer each shall be responsible for any liability arising out of or related to their own failure to observe, perform or otherwise comply with the applicable provisions of the Operating Regulations. Carrier agrees that it shall be responsible for any fees, charges, fines, penalties or other assessments of that Member or Servicer is required to pay a Card Association as a consequence of Carrier's failure to comply with the applicable Operating Regulations. Member and Servicer agree that each shall be responsible for any fees, charges, fines, penalties or other assessments of that Carrier is required to pay a Card Association as a consequence of Member's or Servicer's failure to comply with the applicable Operating Regulations.

## **SECTION 3. HONORING CARDS.**

3.1 [\*\*\*] If Carrier chooses to accept only one of the categories of products but later submits a Transaction outside of the selected category, Servicer and Member are not required to reject the Transaction and Carrier will be charged standard fees and expenses for that category of products. Further, if Carrier chooses a limited acceptance option, it must still honor all international cards presented for payment. If Carrier decides to implement a limited acceptance policy, it shall display appropriate signage to communicate that policy to Cardholders. Except as may be permitted by applicable local law and Operating Regulations, Carrier will not impose a surcharge for purchases made with the Card nor shall Carrier establish minimum or maximum transaction amounts as a condition for honoring Cards.

3.2 Carrier shall use reasonable efforts to cause all Agents to permit Cardholders to charge Travel Costs only in accordance with the terms and conditions of the Agreement and in compliance with applicable Operating Regulations. Carrier shall use reasonable efforts to cause compliance by Agents with all of the terms and conditions of the Agreement to be performed by Carrier or Agents. Notwithstanding any such reasonable efforts by Carrier, Carrier shall be responsible for: (i) any failure by any Agent in performing the applicable provisions of the Agreement; and (ii) the settlement of Sales Records and Credit Records completed by Agents.

3.3 Before honoring a Card, Carrier shall do the following to determine whether the Card is valid: (a) where possible, examine the format of each Card presented in connection with a purchase for authenticity and confirm, by checking the effective date and the expiration date as stated on the face of the Card, that the Card has become effective and has not expired; and (b) obtain Authorization. Neither Carrier nor any Agent shall impose a requirement on Cardholders to provide any personal information such as a home or business telephone number, home or business address, driver's license number, or a photocopy of a driver's license as a condition for honoring Cards unless such information is required or permitted under specific circumstances cited in the Agreement.

Notwithstanding the foregoing, with respect to Transactions that are not conducted face-to-face, Carrier may request from a Cardholder the information necessary to complete an address verification service request. Neither Carrier nor any Agent shall make a photocopy of a Card under any circumstances, nor shall a Cardholder be required to provide a photocopy of the Card as a condition for honoring the Card. Neither Carrier nor any Agent shall require a Cardholder, as

*[6.2.36] [U.S. Bank - Signatory Agreement.pdf]*

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a condition for honoring the Card, to sign a statement that in any way waives the Cardholder's rights to dispute the Transaction. Carrier may require passengers to present personal information, including a driver's license, passport, or other picture identification, for purposes of complying with Carrier's policy or applicable law.

3.4 (a) Carrier or Agent shall obtain Authorization for the total amount of the Travel Costs before completing any Card sales Transaction (which in the case of Transactions involving paper submissions pursuant to Section 6.2(d) may require telephone Authorization). Such Authorization may be provided by any third party provider acceptable to Servicer. Authorization verifies that the Card number is valid, the Card has not been reported lost or stolen at the time of the Card sales Transaction, and confirms that the amount of credit or funds requested for the Card sales Transaction is available. Carrier or Agent will follow any instructions received during Authorization. Upon receipt of Authorization, Carrier or Agent may consummate only the Card sales Transaction authorized and must note the Authorization code on the Sales Record. For all ticket by mail, telephone or internet Card sales, Carrier must obtain the Card expiration date and forward that date as part of the Authorization.

(b) Authorization does not: (i) guarantee Carrier final payment for a Card sales Transaction; (ii) guarantee that the Card sales Transaction will not be disputed later by the Cardholder as any Card sales Transaction is subject to Chargeback; or (iii) protect Carrier in the event of a Chargeback regarding unauthorized Card sales Transactions or disputes involving the quality of goods or services. Authorization will not waive any provision of the Agreement or otherwise validate a fraudulent sales Transaction or a sales Transaction involving the use of an expired Card.

(c) In a Card sales Transaction in which a Card is presented electronically, if Carrier's Terminal is unable to read the magnetic stripe on the Card, Carrier must key-enter the Transaction into the POS Device for processing and obtain: (i) a physical imprint of the Card using a manual imprinter; and (ii) the Cardholder's signature on the imprinted Sales Record.

3.5 Neither Carrier nor any Agent shall make any Card sale to any customer in any of the following circumstances (with the exception of ticket by mail, internet or telephone pursuant to Section 3.8 permitted by the Agreement and ticket by automated machine pursuant to Section 3.9 or purchased through other CNP Transactions): (a) a Card is not presented at the time of sale; (b) the signature on the Sales Record does not appear to correspond to the signature appearing in the signature panel on the reverse side of the Card, or the Cardholder does not resemble the person depicted in any picture which appears on the Card; (c) the signature panel on the Card is blank and is not signed in accordance with the procedures specified in Section 3.6; and (d) no Authorization is received. Any Carrier or Agent completing a Transaction under the conditions in this Section 3.5 shall be responsible for such Sales Record or Credit Record regardless of any Authorization.

3.6 If the signature panel of the Card is blank, in addition to requesting Authorization, Carrier or Agent must: (a) review positive identification to determine that the user is the Cardholder; (b) indicate such positive identification (including any serial number and expiration date) on the Sales Record; and (c) require that the Cardholder sign the signature panel of the Card prior to completing the Transaction. If a Cardholder presents a Card that bears an embossed "valid from" date and the Transaction Date is prior to the "valid from" date, Carrier or Agent shall not complete the Transaction. A card embossed with a

*[6.2.36] [U.S. Bank - Signatory Agreement.pdf]*

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"valid from" date in month/year format shall be considered valid on the first day of the embossed month and year. A card embossed with a "valid from" date in month/day/year format is considered valid on the embossed date

3.7 (a) Each Card sale shall be evidenced by a Sales Record. Each Sales Record shall be imprinted with the Card unless: (i) the Sales Record results from a Transaction involving Terminals which produce electronic Transaction records; (ii) the Card Transaction is a CNP Transaction; (iii) an imprinter is not available; or (iv) if for any other reason the Sales Record cannot be imprinted with a Card (if Authorization is obtained), including Card Transactions by mail, telephone or automated machine. If an imprinter is not available, the information on the Card

and merchant plate shall be reproduced legibly on the Sales Record in sufficient detail to identify the parties to such sale. Such information shall include at least the date of sale, amount, Cardholder's name and account number and Carrier's name and place of business.

(b) Carrier shall include all items of Travel Costs purchased in a single Transaction in the total amount on a single Sales Record or Transaction record except for individual tickets issued to each passenger, when required by Carrier policy.

(c) Each Sales Record shall include on its face the items needed to complete the Settlement File required by the Servicer. Each Sales Record shall be signed by the Cardholder (except where the sale is made pursuant to CNP Transaction or automated machine transaction), which signature shall appear to be the same as the signature on the Card presented, as determined by Carrier or Agent. The Cardholder shall not be required to sign a Sales Record until the final Transaction amount is known and indicated in the "Total" column.

(d) Carrier shall not effect a Transaction for only part of the amount due on a single Sales Record except when the balance of the amount due is paid by the Cardholder at the time of sale in cash, by check, with another card or Card, or any combination thereof.

(e) If Carrier or Agent honors the Card, Carrier or Agent honoring the Card will deliver to the customer a true and completed copy of the Sales Record. The Card account number must be truncated on all Cardholder-activated copies of Sales Records. Truncated digits should be replaced with a fill character such as "x," "\*", or "#," and not with blank spaces or numeric characters. All POS Devices must suppress all but the last four digits of the Card account number and the entire expiration date on the Cardholder's copy of the Electronic Sales Records generated from POS Devices (including Cardholder activated).

3.8 Carrier or Agent may enter into Card Transactions in accordance with Carrier's or such Agent's ticket by CNP Transaction program. In each such case, Carrier or Agent will complete the Sales Record (in accordance with Section 3.7) and include on the Sales Record the effective date and expiration date of the Card as obtained from the Cardholder together with words to reflect "mail order" or the letters "MO" or "telephone order" or the letters "TO," or "internet order" or the letters "IO," as appropriate. Carrier must obtain an Authorization code for all such Card Transactions. If a Carrier or Agent completes a Transaction without imprinting of the Card or using a Terminal, Carrier shall be deemed to warrant the true identity of the Cardholder as the authorized holder of such Card unless

9

#### *[6.2.36] [U.S. Bank - Signatory Agreement.pdf]*

Carrier or Agent has obtained independent evidence of the Cardholder's true identity and has noted such evidence on the applicable Sales Record.

3.9 In the case of sales of tickets by automated machine, such Transaction records must include at least the following information: (i) the account number; (ii) Carrier or Agent's name; (iii) the automated machine's location code or town, city, county, state or province; (iv) the amount of the Transaction in the applicable currency; and (v) the Transaction Date.

3.10 (a) Carrier or Agent may use POS Devices or other data capture services acceptable to Servicer to obtain Authorization and to capture Electronic Sales Record data to submit to a Card Association by reading data encoded on either tracks 1 or 2 on the magnetic stripe of Cards in accordance with Operating Regulations. POS Devices are prohibited from printing or displaying more information than that which is permitted by Operating Regulations and applicable laws and regulations.

(b) Whenever the embossed account number is not the same as the encoded account number, Carrier is required to: (i) decline the Transaction; (ii) attempt to retain the Card in accordance with Section 3.12 by reasonable and peaceful means; (iii) note the physical description of the Cardholder; (iv) notify Servicer; and (v) handle any recovered Card in accordance with the procedures specified in Section 3.12.

(c) When the embossed account number is the same as the encoded account number, Carrier must follow normal Authorization procedures as described in this Section 3.

3.11 Neither Carrier nor any Agent shall make a cash disbursement to any Cardholder with respect to a Card Transaction.

3.12 Carrier or Agent shall use commercially reasonable efforts to retain a Card by reasonable and peaceful means if: (a) Carrier is requested to do so in an Authorization response message; (b) if the four printed digits above the embossed account number on a Card do not match the first four embossed digits; or (c) if Carrier has reasonable grounds to believe a Card is counterfeit, fraudulent or stolen.

3.13 Servicer will facilitate the reward process for recovered Cards. Recovered Cards must be sent to the address stated below:

Bank Card Center  
Attn: Card Recovery  
P.O. Box 6318  
Fargo, ND 58125-6318

3.14 The following provisions govern CNP Transactions:

(a) Carrier acknowledges that in order to accept and process CNP Transactions, Carrier must (i) implement and adhere to security measures designed to ensure secure transmission of the data provided by the Cardholder in purchasing Travel Costs and effecting payment over the internet as required by the Operating Regulations and applicable requirements of law; (ii) where possible, verify the

10

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

address of the Cardholder via AVS; (iii) at any time when Carrier participates in Verified by Visa or MasterCard Secure Code (each as defined in the applicable Operating Regulations) requirements, Carrier shall provide to Servicer the data elements included in such requirements; and (iv) ensure that, to the extent that the Carrier Website is hosted by an ISP, the ISP meets the minimum security measures and technology requirements.

(b) Carrier shall at all times during the term of this Agreement, display on Carrier Website clear terms and conditions and procedures (the "Terms and Conditions of Sale"). The Terms and Conditions of Sale shall give a complete and accurate description of the Travel Costs offered by Carrier. Carrier Website must include clear details of Carrier's return policy, customer service, contact details (including mail/email/phone/fax), currency accepted, delivery policy and country of Carrier's domicile for every nexus and operation of Carrier. Carrier shall also comply with all and any requirements or guidelines in respect of internet usage issued from time to time by all relevant Card Associations, together with the requirements of applicable laws and regulations.

(c) Carrier Website will clearly inform the Cardholder that the Cardholder is committing to payment before he or she selects the "Pay Now" button. Carrier Website will afford the Cardholder an unambiguous option to cancel the payment instruction at this stage.

(d) Carrier acknowledges that in certain jurisdictions it may be unlawful for Carrier to sell the Travel Costs and that neither Member nor Servicer can accept any liability for the consequences of Carrier trading in such jurisdictions.

(e) Carrier is prohibited from entering Cardholder details into a Terminal manually where those details have been provided to Carrier via the internet.

(f) Carrier shall promptly inform Servicer of every security breach, suspected fraudulent card(s) and suspicious activity on Carrier's security system or through Carrier Website that may relate to Card Transactions.

(g) Neither Member nor Servicer shall in any way be liable for any claim in connection with any representations contained in Carrier Website, webpage(s), advertisement(s) or printed matter relating to Carrier's products or services.

(h) Carrier hereby acknowledges that CNP Transactions are in all cases at Carrier's own risk. Carrier is fully liable for all Chargebacks, fines, assessments, penalties and losses related to CNP Transactions even where Carrier has complied with this Agreement and where the Transaction in question has been authorized. All communication costs related to CNP Transactions are Carrier's responsibility. Carrier acknowledges that neither Member nor Servicer manages the CNP payment gateway or the telecommunication links and that it is Carrier's responsibility to manage that link.

#### **SECTION 4. CARDHOLDER ACCOUNT INFORMATION; SECURITY PROGRAM COMPLIANCE.**

11

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

4.1 The Parties and each Agent shall treat all information relating to any Card, including Cardholder name and identification information and account number information in any form, imprinted Sales Records, carbon copies of imprinted Sales Records, mailing lists, tapes, or other media, obtained by reason of any Card Transaction or otherwise ("Cardholder Account Information"), as confidential information and shall protect such materials from disclosure to any third person, except as expressly permitted in this Agreement. The Parties shall at all times only store, process and use Cardholder information in accordance with the requirements of any applicable data processing laws and Operating Regulations. The Parties shall not, without the consent of the Cardholder, sell, purchase, provide or exchange Cardholder Account Information to or with any third person, other than

- (a) Carrier's agents, employees and representatives, network providers or Card processors for the purpose of assisting Carrier in completing the Card Transaction;
- (b) Member or Servicer's employees and representatives and agents for the purpose of performing under this Agreement and in compliance with the Operating Regulations and applicable requirements of law;
- (c) the applicable Card Association or Card Issuer in compliance with this Agreement and the Operating Regulations; or
- (d) in accordance with applicable law.

4.2 All Value Added Services being provided to Carrier are set forth on the Value Added Services Schedule, and Carrier will disclose in writing to Servicer any new Value Added Services to be provided to Carrier after the Effective Date prior to using the same. All Value Added Services shall comply with all applicable requirements of law and the Operating Regulations, including PCI. Carrier will comply with the requirements of PCI and any modifications to, or replacements of PCI that may occur from time to time, be liable for the acts and omissions of each third party offering such Value Added Services and will be responsible for ensuring compliance by the third party offering such Value Added Services with all applicable requirements of law and Operating Regulations, including PCI. Carrier will indemnify and hold harmless Member and Servicer from and against any loss, cost, or expense incurred in connection with or by reason of Carrier's use of any Value Added Services. No Member or Servicer will be responsible for the Value Added Services not provided by it nor shall Member or Servicer be responsible for any Card Transaction until it receives data for the Transaction in the format required by it and uses such data in connection with processing performed by it under the Agreement.

4.3 If Carrier uses Value Added Services for the purposes of data capture or authorization, Carrier agrees: (a) that the third party providing such services will be its agent in the delivery of Transactions to Servicer via a data processing system or network similar to Servicer's; and (b) to assume full responsibility and liability for any failure of that third party to comply with applicable requirements of law and the Operating Regulations or this Agreement. No Member or Servicer will be responsible for any losses or additional fees incurred by Carrier as a result of any error by a third party agent or by a malfunction in a Third Party Terminal. No Member or Servicer is responsible for any Transaction until it receives data for the Transaction in the format required by it and Servicer or Member uses such data in connection with processing performed by it under the Agreement.

12

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

## **SECTION 5. RETURNED UNUSED TRAVEL COSTS; CREDIT ADJUSTMENT.**

5.1 Carrier will maintain a fair and uniform policy for the return or exchange of tickets or other Travel Costs for credit adjustments. On the date Carrier accepts the return of unused tickets or other Travel Costs or otherwise allows an adjustment to the Travel Costs which were the subject of a previous Card sale, Carrier will date and otherwise properly complete a Credit Record and submit it to Member or Servicer for processing hereunder in accordance with the timeframes required by the Operating Regulations and applicable law.

5.2 Carrier will make no cash refunds in connection with such credit adjustments, except to the extent it may be required to effect a cash refund pursuant to the involuntary refund requirements of applicable laws, rules, regulations, or tariffs.

5.3 If a Cardholder disputes the receipt of the proper amount of the cash refund, Carrier shall, within the terms established in Section 8 for Chargebacks, furnish Servicer with such documentary evidence of such refund.

5.4 The submission of a Credit Record will not impair the right of Chargeback of Member or Servicer against Carrier in an amount not to exceed the excess of (a) the amount of the Sales Record over, (b) the amount of the Credit Record submitted by Carrier.

5.5 A Carrier shall not accept monies from a Cardholder for the purpose of preparing and depositing a credit voucher that will effect a deposit to the Cardholder's account. A Carrier shall not process a credit voucher without having completed a previous purchase Transaction with the same Cardholder.

## **SECTION 6. SUBMISSION OF ELECTRONIC SALES RECORDS AND ELECTRONIC CREDIT RECORDS.**

6.1 Carrier shall establish and maintain one Settlement Account for each currency permitted pursuant to this Agreement. Each Settlement Account shall be maintained in an office of the financial institution designated by Carrier which is acceptable to Servicer, and shall be subject to Servicer's customary practices and procedures applicable to accounts of that nature and shall be subject to the terms of this Agreement. Carrier shall provide to Servicer all information necessary to facilitate remittance of funds to each Settlement Account. All settlements with respect to Card Transactions submitted in the currency of a given Applicable Country shall be denominated in the lawful currency or currencies specified in the Signatory Agreement that is part of this Agreement.

6.2 (a) Neither Carrier nor Agent may present for processing or entry to any Card Association, directly or indirectly, any Sales Record or Credit Record which was not originated as a result of a Transaction between the Cardholder and such Carrier.

(b) Neither Carrier nor Agent may deposit for entry to any Card Association, directly or indirectly, any Sales Record or Credit Record that it knows or should have known under the circumstances to be (i) fraudulent or (ii) not authorized by the Cardholder. With respect to this requirement, Carrier or an Agent shall be responsible for the actions of their respective employees and agents while acting in their employ or as agents.

13

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

(c) Neither Carrier nor Agent may present for processing or entry to any Card Association any Sales Record or Credit Record representing a Transaction all or part of which had been previously charged back to Servicer or Member (or an Association Obligor, if applicable) and subsequently returned to Carrier. Carrier may, at its option, pursue payment from the customer outside the Card Association system. Should Carrier exercise this option and the Cardholder acknowledge the debt, and choose to pay the amount in full using its Card, Carrier may present a Sales Record in such amount to Servicer for processing.

(d) Carrier or Agent shall submit to Servicer for processing each Sales Record in accordance with the timeframes required by the applicable Operating Regulations. The method of billing for all Electronic Sales Records and Electronic Credit Records processed through any Billing Settlement Processor must be by electronic transmission and shall include itinerary records consisting of departure dates. If Carrier is unable to submit Sales Records and Credit Records originating at Carrier's sales locations, including airport locations, ticket-by-mail centers, and other sales locations, by means of a summary electronically transmitted as provided in Sections 6.5 and 7.1, Carrier may submit such Sales Records and Credit Records to Servicer by means of a paper summary and detail thereof to Servicer's designated processing center, or by means of a Terminal that generates an electronic transmission to Servicer's designated Terminal processor.

(e) Member or Servicer will deposit, or cause to be deposited, on each Business Day, via federal wire transfer, in the case of U.S. dollar Transactions, and SWIFT, in the case of Canadian dollar Transactions, into the applicable Settlement Account for each applicable currency, an amount equal to the amount of Net Activity relating to such currency for each Business Day, subject to Servicer's receipt of the incoming transmission of Sales Records and Credit Records by the time and on the day specified in Exhibit A.

(f) At any time that the aggregate amount of Net Activity results in an amount due Member or Servicer, the aggregate amount due to each of them may be deducted, recouped or set off from amounts subsequently payable to Carrier under this Agreement on account of Sales Records irrespective of the currency in which payment to Carrier is to be made; provided, that, Member or Servicer may, at its option (i) require an immediate wire transfer from Carrier in the amount due, or (ii) apply, set off against or recoup from any Deposit amount maintained pursuant to this Agreement the amount due from Carrier under this Agreement. Carrier will, upon demand by Member or Servicer, pay interest on the amount due from Carrier under this Agreement for the period such amount remains unpaid calculated at a per annum rate equal to the Applicable Rate. Carrier acknowledges that this Agreement is a "net payment agreement" and that the right of Member or Servicer to net out obligations due from Carrier under this Agreement from amounts payable to Carrier hereunder (including from or as represented by the Deposit amount) is a right of recoupment. Carrier further acknowledges that Member and Servicer have entered into each Agreement in reliance upon such right.

(g) Amounts deposited in a Settlement Account or otherwise credited to Carrier (including, without limitation, amounts credited against Carrier's obligations to Member or Servicer for fees, costs and expenses hereunder) in respect of any Sales Record pursuant to this Agreement and Carrier's right to payment of Reserved Funds

14

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

shall be provisional until the payment made to Member by the Card Association in respect of such Sales Record shall become final (i.e., all rights of Chargeback or other rights of the Cardholder or Card issuer to obtain reimbursement of such payment from Member shall have expired).

(h) Submissions and payment from any location must be handled in compliance with all applicable government laws, rules and regulations.

(i) The Signatory Agreement that is part of this Agreement may specify the location of the originating source of submission of any file.

6.3 Processing fees shall be as set forth in the Fee Schedule attached to the Signatory Agreement that is part of this Agreement.

6.4 Servicer will provide Carrier with Transaction reports each Business Day that correspond to Net Activity for such Business Day and that will summarize sales, returns (refunds), Chargebacks, processing fees, and adjustments with adequate detail to allow Carrier to perform account reconciliation.

6.5 Carrier shall cause Agents to submit Electronic Sales Records and Electronic Credit Records to Servicer in the form of the Settlement File by electronic transmission as provided in Sections 6.2(d) and 7.1 through Carrier's accounting office or the appropriate processing center of the area or Billing Settlement Processor of which Carrier is a member. Carrier or the appropriate processing center, as the case may be, shall submit the Electronic Sales Records and Electronic Credit Records to Servicer in accordance with the terms of the Agreement.

6.6 If Carrier utilizes Electronic Data Capture services pursuant to this Section 6.6 to transmit Electronic Sales Records and Electronic Credit Records for Card Transactions through a Terminal, Carrier agrees to utilize such EDC services in accordance with applicable Operating Regulations. Carrier may designate a third person as its agent to deliver to Servicer or directly to Card Associations Transactions captured at the point of sale by such agent. If Carrier elects to designate such an agent, Carrier must provide Servicer prior written notice of such election. Carrier understands and agrees that Member or Servicer is responsible to make payment to Carrier for only those Transaction amounts delivered by such agent to the Card Associations, less amounts withheld by Member or Servicer pursuant to the Agreement, and Carrier is responsible for any failure by such agent to comply with any Operating Regulations, including any such failure that results in a Chargeback.

## **SECTION 7. ELECTRONIC TRANSMISSION.**

7.1 (a) When Electronic Sales Records and Electronic Credit Records are submitted to Servicer electronically, other than Electronic Sales Records and Electronic Credit Records originating from Terminals, as provided in Section 6.6, and processed by Servicer's Terminal processor, such Electronic Sales Records and Electronic Credit Records shall be submitted to Servicer by means of a summary of all Travel Costs by electronic transmission compatible with the computer system of Servicer and shall comply with Section 6.2 of the Agreement. Each such electronic transmission shall contain, at a minimum, the information required for each Electronic Sales Record by Section 3.7 and shall be made in the form of the Settlement File or any other format acceptable to Servicer in its sole discretion, provided, however, that (i) Carrier will not change the format of such electronic submissions

15

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

without first obtaining Servicer's consent, which consent shall not be unreasonably withheld or delayed and (ii) if Carrier requests a change in format with respect to such electronic submissions, Servicer may test such electronic submissions (in the requested format) prior to consenting to such change in format, and such testing by Servicer shall not constitute consent to such format change and shall not in any way limit Servicer's right to reasonably withhold consent with respect to such format change.

(b) If an electronic transmission of Travel Costs does not meet the requirements of the approved format, Servicer shall use reasonable efforts to advise Carrier within eight hours of receipt of same.

(c) Any acceptance by Servicer of an electronic transmission of Travel Costs which does not comply with the appropriate format or, if in the appropriate format, does not contain the information in respect to each Travel Cost summarized therein required by the terms of the Agreement, shall not constitute a waiver of, or preclude Member or Servicer from exercising, the right of Chargeback.

7.2 Carrier shall retain, or cause to be retained, each original Sales Record and Credit Record and any other documentation necessary for Member or Servicer to satisfy applicable Operating Regulations ("Retained Documents") relating to those Transactions transmitted to Servicer directly by Carrier, in each case for at least eighteen (18) months from the date each such Retained Document is submitted to Servicer for processing. Promptly upon Carrier's receipt of Servicer's request for the same, but in no event later than fourteen (14) calendar days following Carrier's receipt of such request, Carrier shall deliver, or cause to be delivered, to Servicer a copy, or the original if specifically requested by Servicer, of the requested document.

Notwithstanding the foregoing, either Carrier or Servicer may elect to hold in its custody Retained Documents for no more than 180 days provided such Party retains a microfilmed or microfiched (or other mutually acceptable medium) copy of such documents for at least eighteen (18) months from the date on which each such document is submitted to Servicer for processing.

#### **SECTION 8. CHARGEBACKS.**

8.1 Neither Member nor Servicer is obligated to accept any Sales Record which does not comply in every respect with the terms and conditions of this Agreement, or which does not comply in all respects with the applicable Operating Regulations.

8.2 Carrier agrees to pay Member (or if notified by Servicer to do so, to pay Servicer) the amount of each Chargeback and, in the case of amounts that have not been paid to Carrier, acknowledges Carrier has no right to receive amounts attributable to Chargebacks. Member or Servicer may deduct and retain any amount due to Member or Servicer from Carrier on account of Chargebacks from amounts otherwise payable to Carrier under this Agreement. The provisions of Section 6.2 with respect to payment of Carrier's obligations to Member and Servicer will apply in the event the amount of Net Activity results in an amount due Member or Servicer.

8.3 So long as a Chargeback claim is in the process of dispute resolution pursuant to the Operating Regulations, Carrier shall not make any other claim or take any proceedings

16

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*[6.2.36] [U.S. Bank - Signatory Agreement.pdf]*

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against the Cardholder in relation to the related Card Transaction or the underlying contract of sale or service.

8.4 In connection with the processing of Chargeback claims, Servicer and Member shall be entitled to rely and act on any agreements, requests, instructions, permissions, approvals, demands or other communications given on behalf of Carrier (whether via email or otherwise in writing) and Servicer shall not be liable to Carrier for any loss or damage incurred or suffered by it as a result of such action.

#### **SECTION 9. REPRESENTATIONS AND WARRANTIES.**

9.1 Carrier represents and warrants to Member and Servicer that:

(a) Carrier has full and complete power and authority to enter into and perform under the Agreement and has obtained, and there remain in effect, all necessary licenses, resolutions and filings which are necessary for Carrier to perform its obligations under the Agreement.

(b) Carrier's sales Transactions and credit refund procedures comply in all material respects with all applicable laws and regulations of any governmental authority which are pertinent to such Card sales or refunds. All Card Transactions submitted for processing hereunder are bona fide, no Card Transaction involves the use of a Card for any purpose other than the purchase of goods or services in the ordinary course of business from Carrier nor does it involve: (i) a Cardholder obtaining cash from Carrier; (ii) Carrier accepting a Card to collect or refinance an existing debt or previous Card charges; or (iii) any collusion between Carrier and Cardholder with the intent of fraud.

(c) Carrier's execution and performance of the Agreement will not violate any provision of Carrier's organizational or charter documents, or any indenture, contract, agreement or instrument to which it is a party or by which it is bound and the Agreement constitutes the legal, valid and binding obligation of Carrier, enforceable in accordance with its terms.

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(d) Carrier is duly organized and in good standing under laws of the jurisdiction specified in the first paragraph of the Signatory Agreement that is part of the Agreement and is qualified to do business in each jurisdiction where the nature of its activities or the character of its properties makes such qualification necessary or desirable and the failure to so qualify would have a material adverse effect on its assets or operations.

(e) Carrier's and its subsidiaries' (if any) audited, consolidated financial statements and its unaudited, consolidated financial statements, as heretofore furnished to Servicer, have been prepared in accordance with generally accepted accounting principles applied on a basis consistent with those of the preceding year, and fairly present the financial condition of Carrier as of such date and the result of its operations and the changes in financial position for the period then ended. There have been no material adverse changes in the condition or operations, financial or otherwise, of Carrier since the date of the financial statements furnished to Servicer prior to the execution of this Agreement, except as previously disclosed to Servicer in writing. Neither the financial statements described herein nor any other certificate,

17

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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written statement, budget, exhibit or report, including information and reports relating to Card sales for Travel Costs, furnished by or on behalf of Carrier in connection with or pursuant to the Agreement contains any untrue statement of a material fact or omits to state any material fact necessary in order to make statements contained therein not misleading. Certificates or statements furnished by or on behalf of Carrier to Servicer consisting of projections or forecasts of future results or events have been prepared in good faith and based on good faith estimates and assumptions of the management of Carrier and Carrier has no reason to believe that such projections or forecasts are not reasonable. To the knowledge of Carrier, after due inquiry by a responsible officer of Carrier, all factual information hereafter furnished to Servicer by Carrier or their agents will be true and accurate in all material respects on the date as of which such information is dated or certified and no such information will contain any material misstatement of fact or will omit to state a material fact or any fact necessary to make the statements contained therein not misleading.

(f) There is no action, suit or proceeding at law or equity, or before or by any town, city, county, state, federal, provincial or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, pending or to the knowledge of Carrier, threatened against Carrier or any of its property which, if determined adversely to Carrier could reasonably be anticipated to materially adversely affect the present or prospective financial condition of Carrier or affect its ability to perform hereunder and Carrier is not in default with respect to any final judgment, writ, injunction, decree, rule or regulation of any court or town, city, county, state, federal or provincial governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign where the effect of such default could reasonably be anticipated to materially adversely affect the present or prospective financial condition of Carrier.

(g) Carrier is in compliance in all material respects with its agreement with any Relevant Authorities or other Billing Settlement Processor and is entitled to all the benefits and rights afforded to Carrier under such agreement, which benefits and rights are substantially the same as those afforded to other carriers by Relevant Authorities or other Billing Settlement Processor, if applicable.

(h) Any Card Transactions submitted under this Agreement shall not relate to the provision of services or goods to a country where there may be, or are, any restrictions, regulations, sanctions or laws prohibiting or restricting the provision of any such services or goods.

(i) No consideration other than as set out in this Agreement has been provided by Carrier in return for entering into this Agreement.

The foregoing representations and warranties shall be deemed to be made each time Carrier submits a Sales Record or Credit Record to Servicer for processing.

9.2 Each of Member and Servicer represents and warrants to Carrier that:

(a) It has full and complete power and authority to enter into and perform under this Agreement and has obtained, and there remain in effect, all necessary licenses, resolutions and filings which are necessary for it to perform its obligations under this Agreement.

18

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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(b) Its processing practices and procedures comply in all material respects with all applicable laws and regulations of any governmental authority which are pertinent to such practices and procedures.

(c) Its execution and performance of this Agreement will not violate any provision of its organizational or charter documents, or any indenture, contract, agreement or instrument to which it is a party or by which it is bound and this Agreement constitutes its legal, valid and binding obligation of each of Member and Servicer, enforceable in accordance with the terms of this Agreement.

(d) It is duly organized and in good standing under laws of the jurisdiction of its organization and is qualified to do business in each jurisdiction where the nature of its activities or the character of its properties makes such qualification necessary or desirable and the failure to so qualify would have a material adverse effect on its assets or operations.

#### **SECTION 10. SERVICE MARKS AND TRADEMARKS.**

10.1 Except for mere reference to the company name of Carrier in presentations to other merchants for the provision of processing services by Member or Servicer, neither Member nor Servicer shall display or show the trademarks, service marks, logos, or company names of Carrier in promotion, advertising, press releases, or otherwise without first having obtained Carrier's written consent.

10.2 Carrier may indicate in any advertisement, display or notice that the services of a specific Card Association are available. If Carrier has elected to not honor specific Cards pursuant to Section 3.1 hereof, Carrier may use Card Association trademarks and service marks on promotional, printed, or broadcast materials for the sole purpose of indicating which Cards are accepted by Carrier. Notwithstanding anything in the Agreement to the contrary, any use of Card Association trademarks and service marks by Carrier must be in compliance with the Operating Regulations. Carrier's promotional materials shall not indicate, directly or indirectly, that any Card Association, Member or Servicer endorses or guarantees any of Carrier's goods or services.

10.3 Carrier, Member and Servicer acknowledge that no Party hereto will acquire any right, title or interest in or to any other Party's trademarks, service marks, logos or company names and such properties shall remain the exclusive property of the respective parties or their affiliates. Upon termination of the Agreement, the Parties hereto will discontinue all reference to or display of the other Party's trademarks, service marks, logos and company names.

19

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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#### **SECTION 11. AUDIT.**

11.1 In the event of reasonable suspicion that Carrier or any of its officers, employees or agents are involved in any fraudulent or unlawful activity connected with this Agreement, Servicer or Member shall have the right to inspect Carrier's Transaction records relating to this Agreement, in connection with which Carrier authorizes Servicer/Member and its authorized agent(s) to examine or audit such records.

11.2 During the term hereof and for one year thereafter, Carrier and Servicer shall have the right at reasonable times and upon reasonable notice to audit, copy or make extracts of the records of the other pertaining to the transactions between or among them under the Agreement to determine the accuracy of the amounts which have been or are to be paid, refunded or credited by one party to the other in accordance with the provisions hereof.

11.3 Carrier shall obtain an audit from a third party reasonably acceptable to Servicer of the physical security, information security and operational facets related to data security of Carrier's business and provide to Servicer and, if applicable, the requesting Card Association, a copy of the audit report resulting therefrom (a) upon Servicer's request, or upon the request of a Card Association, promptly following any security breach on Carrier's system at Carrier's expense (b) at any time upon request of a Card Association at Carrier's expense and (c) if no security breach has occurred on Carrier's system, upon request of Servicer, at Servicer's expense; provided that, with respect to this clause (b), such an audit may not be required more than once per calendar year.

#### **SECTION 12. DISPUTES WITH CARDHOLDERS.**

12.1 Carrier will handle all claims or complaints by a Cardholder with regard to Travel Costs or Transactions.

12.2 Any dispute between Carrier and Cardholder arising out of the contract of air carriage shall be settled directly by Carrier without liability, cost, or loss to Member or Servicer.

**SECTION 13. ASSIGNMENT; DELEGATION OF DUTIES.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Consent of Carrier shall not be required as to an assignment by Member or Servicer to any subsidiary, Affiliate or parent of Member or Servicer, or by Member to

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a successor that is approved by or consented to by Servicer in the case of a Member that is not affiliated with Servicer, or any successor to Member or Servicer by reason of merger or consolidation or any Person qualified under Operating Regulations to perform the obligations of Member or Servicer, as applicable, under this Agreement. No party hereto shall make any other assignments of this Agreement without the prior written consent of the other parties hereto, which consent shall not be unreasonably withheld. Member and Servicer, each in its sole discretion, without prior notice to Carrier, may designate and authorize any Affiliate(s) of Member or Servicer to take any action required or allowed by Member or Servicer or to undertake any duties or fulfill any obligations of either of them hereunder so long as such Affiliate is qualified under the Operating Regulations to perform the obligations of Member or Servicer, as applicable, under this Agreement, and in such case such Affiliate(s) shall be entitled to the rights and benefits of Member or Servicer hereunder, as applicable. Notwithstanding any such designation and authorization, Member or Servicer, as applicable, shall remain liable for any breach or failure to perform hereunder by any such Affiliate(s) of

20

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

Member or Servicer, as applicable, hereunder. Member and Servicer acknowledge that the terms of any agreement between them with respect to assignments shall supersede the provisions of this Section 13 as between Member and Servicer.

#### **SECTION 14. INDEMNIFICATION; LIMIT ON LIABILITY.**

14.1 Carrier shall indemnify and hold Member, Servicer and any Association Obligor harmless from and against any and all claims, losses, liability, costs, damages, and expenses on account of or arising out of claims, complaints, disputes, settlement, litigation, arbitration, governmental inquiry or other proceeding pertaining or alleged to pertain thereto and instituted by (a) a Cardholder with regard to Travel Costs or Transactions, and any and all disputes between Carrier and any Cardholder arising out of the common carrier passenger relationship or (b) any Person with regard to any willful misconduct, grossly negligent acts or omissions of Carrier, or any breach by Carrier of any provision of any of the Agreement, the Operating Regulations or any applicable laws and regulations.

14.2 Any Party seeking indemnification from Carrier will promptly notify Carrier of any such claim and allow Carrier the right to assume the defense of any such claim; provided, that, legal advisors retained by Carrier shall be reasonably acceptable to Servicer. Neither Member nor Servicer will settle any such claim without Carrier's written consent. In the event that Carrier does not assume the defense of any such claim, Carrier will use commercially reasonable efforts to assist in the collection of information, preparation, negotiation and the defense of any such claim. Nothing herein shall limit Member's or Servicer's right of Chargeback as defined in Section 8 of the Agreement.

14.3 Each of Member and Servicer shall indemnify and hold Carrier harmless from and against any and all claims, losses, liability, costs, damages and expenses of any Person (other than Carrier) on account of or arising out of any claims, complaints, disputes, settlement, litigation, arbitration, governmental inquiry or other proceeding instituted by such Person and alleging or arising from the willful misconduct or grossly negligent acts or omissions of Member or Servicer. Except as otherwise provided in any separate indemnification agreements between Member and Servicer, the indemnifying party shall be liable only for its own such acts or omissions. Carrier will promptly notify Member and Servicer of any such third-party claim against Member or Servicer and allow Member or Servicer the right to assume the defense of any such claim. Carrier will not settle any such claim without Member's or Servicer's written consent. Any other provisions contained herein to the contrary notwithstanding, it is hereby agreed that the indemnity provisions set forth in this Section 14 shall survive termination of the Agreement and remain in effect with respect to any occurrence or claim arising out of or in connection with the Agreement.

14.4 In no event will Member or Servicer be liable for loss of profits or for any indirect or consequential loss or damage (howsoever arising) even if such loss was reasonably foreseeable. In no event will Carrier be liable for any indirect or consequential loss or damage (other than lost profits), howsoever arising, even if such loss was reasonably foreseeable.

14.5 Any exchange rate losses due to a refund or Chargeback being processed shall be borne by Carrier.

21

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

#### **SECTION 15. TERMINATION AND WAIVER.**

15.1 The provisions of this Section 15 shall apply if any Party hereto shall commit a material default in the performance of its obligations under the Agreement, including any of the defaults specified in this Section 15 as reasons for termination of the Agreement. For purposes of this Section 15, all notices hereunder to be given by or to

Member, shall be given by or to Servicer on behalf of Member. Servicer may remedy any material default by Member.

15.2 Carrier may terminate the Agreement on twenty-four (24) hours' written notice to Servicer if Member or Servicer shall commit a material default under the Agreement and shall fail or refuse to remedy such material default within thirty (30) calendar days after receipt of written notice specifying the nature of such default, or to commence to remedy such material default within such period if the same is curable but cannot reasonably be remedied within such period, or shall fail to complete within forty-five (45) days after receipt of such written notice any remedy commenced during the original thirty (30) day notice period.

15.3 Servicer, for itself and on behalf of Member, may terminate the Agreement without notice to Carrier upon (a) the occurrence of any Insolvency Event, (b) Carrier's commitment of or participation in any systematic, systemic or recurring fraudulent activity, (c) Carrier's failure to notify Servicer of the occurrence of a material default in accordance with Section 21.3 [\*\*\*].

15.4 Servicer, for itself and on behalf of Member, may terminate the Agreement on five (5) days' written notice to Carrier based upon (a) the imposition, or an attempted imposition, of a lien in favor of any person other than Member or Servicer, whether voluntary or involuntary, on the Deposit or any portion thereof or any property of Carrier subject to the lien or security interest of Member or Servicer or any other Secured Party pursuant to this Agreement, or the imposition of any freeze on any property of Carrier subject to the lien or security interest of Member, Servicer or any other Secured Party; (b) the imposition of any material restriction on or material impairment of any of Member's or Servicer's rights under the Agreement, including any restriction of the rights with respect to the Deposit provided pursuant to the Exposure Protection Schedule; (c) failure by Carrier to pay any of the Obligations when due or to remit funds to Member or Servicer when required pursuant to the Agreement; or (d) failure by Carrier to provide any of the financial statements and reports described in Section 21; provided, that, Servicer shall not terminate the Agreement pursuant to this Section 15.4 if Carrier cures such default within the five (5) day notice period specified in this Section 15.4.

15.5 Servicer, for itself and on behalf of Member, may terminate the Agreement on twenty-four (24) hours' written notice to Carrier if:

(a) Carrier (i) fails to maintain all licenses, permits and certificates necessary for it to conduct flight operations or (ii) materially breaches any requirement of any Operating Regulations, and Carrier fails or refuses to remedy any of the foregoing defaults within fifteen (15) calendar days after receipt of written notice specifying the nature of such default, or to commence to remedy such default within such period if the same is curable but cannot reasonably be remedied within such period, or shall fail to complete within thirty (30) days after receipt of such

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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written notice any remedy commenced during the original fifteen (15) day notice period; or

(b) any representation or warranty made by Carrier proves to be incorrect when made in any material respect, and Carrier fails or refuses to remedy such default within thirty (30) calendar days after receipt of written notice specifying the nature of such default, or to commence to remedy such material default within such period if the same is curable but cannot reasonably be remedied within such period, or shall fail to complete within forty-five (45) days after receipt of such written notice any remedy commenced during the original thirty (30) day notice period.

(c) Carrier shall commit any other material default under the Agreement and shall fail or refuse to remedy such material default within thirty (30) calendar days after receipt of written notice specifying the nature of such default, or to commence to remedy such material default within such period if the same is curable but cannot reasonably be remedied within such period, or shall fail to complete within forty-five (45) days after receipt of such written notice any remedy commenced during the original thirty (30) day notice period.

In the case of any material default described in this Section 15 with respect to which Carrier fails to provide notice in accordance with Section 21.3, any period for remedy under Section 15.5 shall begin on the date that such notice should have been provided by Carrier to Servicer.

15.6 No termination of the Agreement (whether under this Section 15 or any other provision of the Agreement) shall affect the rights or obligations of any party which may have arisen or accrued prior to such

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termination, including without limitation claims of Member or Servicer for Chargebacks related to Card Transactions that occurred prior to any termination.

15.7 No waiver of any provision hereunder shall be binding unless such waiver shall be in writing and signed by the party alleged to have waived such provisions.

**SECTION 16. NOTICES.** All notices permitted or required by the Agreement shall be in writing, served by personal delivery (including any courier service), ordinary mail or post or facsimile transmission at the address or facsimile number of the parties set out above or as otherwise notified in writing by any party to the other for such purpose, and shall be deemed to be effectively served on such party if served by personal delivery on the day of delivery (including any courier service), if served by ordinary mail or post two (2) days after the date of pre-paid first class posting or mail, or if served by facsimile transmission on the date of confirmation of transmission.

**SECTION 17. RULES AND REGULATIONS; APPLICABLE LAW.** Carrier acknowledges that the respective systems of the Card Associations are governed by their respective Operating Regulations and that all transactions hereunder are subject to such Operating Regulations and Carrier is obligated to comply with the Operating Regulations. Carrier further acknowledges that Member and Servicer have entered into the Agreement in reliance upon the applicability of the Operating Regulations of applicable Card Associations to the transactions hereunder and Carrier's performance thereunder. Carrier shall comply in all material respects with all applicable laws and regulations.

23

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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**SECTION 18. REIMBURSEMENT BY CARRIER.**

18.1 Carrier will reimburse Member and Servicer for any fees, charges, fines, assessments, penalties, and Chargebacks that Member or Servicer may be required to pay a Card Association or may incur with regard to any Transaction(s) processed pursuant to the Agreement or arising out of any failure of Carrier to perform in compliance with applicable Operating Regulations, applicable laws and regulations, or the requirements of PCI or any act or omission by any third party service provider to Carrier or any other party to a contract with Carrier; provided, that, Carrier shall have no obligation for the portion any such amount incurred due to the extent of the willful misconduct or grossly negligent acts or omissions of Member or Servicer. Without limiting the generality of the foregoing, Carrier will reimburse Member and Servicer for Transactions required to be paid by Member or Servicer by virtue of applicable Operating Regulations as such Operating Regulations may be applied by the applicable Card Associations. Any losses suffered by Member, Servicer or any Association Obligor on account of delay by Member or Servicer in processing Chargebacks shall be reimbursed by Carrier with respect to Chargebacks processed by Member or Servicer subsequent to cessation or substantial curtailment of flight operations of Carrier.

18.2 Member and Servicer shall have the right to deduct, set off against, or recoup from the amount of any reimbursement hereunder from any payment otherwise due to Carrier under this Agreement. If Member or Servicer is unable to so collect such amount, Carrier shall pay Member or Servicer (in each case, for Member or Servicer or on behalf of any applicable Association Obligor), on demand, the full amount or any uncollected part thereof provided Member and Servicer furnish Carrier with adequate supporting documentation with respect to such amount. Each Member or Servicer, at its option, may apply, set off against or recoup from the Deposit amount (if any) such amount necessary to satisfy Carrier's obligations hereunder. In the case of any payment made to a third party for which Carrier reimbursed Member or Servicer, Carrier may choose to directly recover the amount involved or otherwise resolve the cause of the reimbursement in its sole discretion; provided, that, in such case, Member and Servicer shall have no obligation to recover such amount or take any other actions relating thereto except to reasonably cooperate with Carrier in the collection of information to prosecute such claims. Without limiting the foregoing, Carrier acknowledges that Reserved Funds are funds provisionally credited to Member pursuant to the Operating Regulations, subject to Chargeback as provided therein, and that pursuant to the Exposure Protection Schedule such funds will not be credited (provisionally or otherwise) to Carrier but will be held by Member or Servicer subject to subsequent credit as provided in the Exposure Protection Schedule and are subject to Chargeback in accordance with the Operating Regulations as such Operating Regulations may be applied by the applicable Card Association.

**SECTION 19. COST AND EXPENSES.** Carrier shall reimburse Member and Servicer for all reasonable costs and expenses, including reasonable attorneys' fees and expenses of outside counsel to Member or Servicer (which may be higher than the rates such counsel charges to Member or Servicer in certain matters) paid or incurred by Member or Servicer in connection with the enforcement or preservation of Member's or Servicer's rights hereunder provided Member and Servicer shall have furnished Carrier with adequate supporting documentation with respect to such costs and expenses. All such costs and expenses to be paid by Carrier hereunder shall be payable on demand and are secured by the Deposit and all collateral of Member and Servicer hereunder. Member and Servicer, at its option, may deduct the amounts owed to it from any amount otherwise due Carrier from

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[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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Member or Servicer or apply, set off against or recoup from the Deposit such amount necessary to satisfy Carrier's obligations hereunder. This Section 19 shall survive termination of the Agreement.

#### **SECTION 20. ASSISTANCE**

20.1 No Party to this Agreement shall unreasonably withhold any documentation required by another Party to the Agreement in connection with the defense of any claim asserted in connection with the Agreement.

20.2 Subject to compliance with any applicable data processing laws, Servicer may provide Cardholder's name and address in accordance with the provisions of Section 4.1 for each Chargeback when it is included in the Cardholder's documentation received by Member or Servicer.

**SECTION 21. REPORTING**. Until any obligation of Member and Servicer to perform hereunder shall have expired or been terminated and all obligations of Carrier to Member and Servicer hereunder shall have been satisfied, Carrier shall furnish to Servicer the following reports, notices and financial statements, which shall be in English and shall be stated in United States dollars unless an alternative currency is indicated in the Signatory Agreement that is part of the Agreement.

21.1 Within one hundred twenty (120) days after the end of each fiscal year of Carrier, the consolidated financial statements of Carrier and its subsidiaries, for the immediately preceding fiscal year, consisting of at least statements of income, cash flow and changes in stockholders' equity, and a consolidated balance sheet as at the end of such year, setting forth in each case in comparative form corresponding figures from the previous annual audit and stating Carrier's unrestricted cash (including cash equivalents) balance, certified by independent certified public accountants of recognized standing selected by Carrier and reasonably acceptable to Servicer. Servicer hereby confirms and acknowledges that the public accounting firm of Ernst & Young is acceptable to Servicer.

21.2 Within forty five (45) days after the end of each fiscal quarter, consolidated statements of income, cash flow and changes in stockholders' equity for Carrier and its subsidiaries, if any, for such quarter and for the period from the beginning of such fiscal year to the end of such quarter, and a consolidated balance sheet of Carrier and its subsidiaries, if any, as at the end of such quarter, setting forth in comparative form figures for the corresponding period for the preceding fiscal year and stating Carrier's unrestricted cash (including cash equivalents) balance, accompanied by consolidating statements for such period and a certificate signed by the chief financial officer of Carrier (a) stating that such financial statements present fairly the financial condition of Carrier and its subsidiaries and that the same have been prepared in accordance with generally accepted accounting principles and (b) certifying as to Carrier's compliance with all statutes and regulations applicable to Carrier, respectively, except noncompliance that could not reasonably be expected to have a material adverse effect on the financial condition or business operations of Carrier.

21.3 Within five (5) days of an officer of Carrier becoming aware of any material default by Carrier under the Agreement, a notice from Carrier describing the nature thereof and what action Carrier proposes to take with respect thereto.

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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21.4 Within five (5) days of an officer of Carrier becoming aware of the same, notice of any pending or threatened action, suit or proceeding at law or equity, or before or by any town, city, county, state, provincial or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, against Carrier or any of its property which is not covered by insurance and, if determined adversely to Carrier, could reasonably be anticipated to materially adversely affect the present or prospective financial condition of Carrier or affect its ability to perform hereunder.

21.5 Within five (5) days after any (a) termination or suspension of any agreement that is relevant to Carrier's performance under this Agreement, or any of Carrier's rights or benefits thereunder, that Carrier has with any Relevant Authorities or a Billing Settlement Processor, (b) modification of any agreement that is relevant to Carrier's performance under this Agreement, with any Relevant Authorities or a Billing Settlement Processor that could reasonably be anticipated to materially adversely affect the present or prospective financial condition of Carrier or affect its ability to perform hereunder or (c) receipt by Carrier of notice from any Relevant Authorities or a Billing Settlement Processor of such Relevant Authorities' or Billing Settlement Processor's intention to terminate, suspend or modify agreement with Carrier, a notice from Carrier of such termination, modification or receipt of notice and such information with respect to the same as Servicer may reasonably request. Such notice shall be provided

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whether Carrier is a party to an agreement with any Relevant Authorities or a Billing Settlement Processor on the Effective Date or thereafter becomes party to an agreement with any Relevant Authorities or a Billing Settlement Processor.

21.6 Immediately upon the occurrence of an Insolvency Event, Carrier shall include Servicer and Member on the list and matrix of creditors filed with any bankruptcy authority whether or not a claim may exist at the time of filing.

21.7 Immediately upon the declaration of an event of default with respect to any payment obligation of Carrier pursuant to any aircraft lease, notice of such declaration and information concerning the amount of the obligation and the actual or likely consequences of such failure.

21.8 Within five (5) days after the merger or consolidation of Carrier, or entry by Carrier into any analogous reorganization or transaction, with any other corporation, company or other entity or the sale, transfer, lease or other conveyance of all or any substantial part of Carrier's assets, notice of such event, including a description of the parties involved and the structure of the reorganization or transaction.

21.9 Immediately upon a responsible officer of Carrier becoming aware of any material adverse change in the condition or operations, financial or otherwise, of Carrier, notice of such material adverse change.

21.10 Such other information with respect to the financial condition and operations of Carrier as Servicer may reasonably request.

## **SECTION 22. GENERAL**

22.1 No failure or delay on the part of Member, any Servicer or Carrier in exercising any power or right under the Agreement shall operate as a waiver of such power or right.

26

*[6.2.36] [U.S. Bank - Signatory Agreement.pdf]*

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22.2 Section headings are included herein for convenience of reference only and shall not constitute a part of the Agreement for any other purpose.

22.3 Nothing in the Agreement or in the course of conduct between the parties shall be construed as creating a principal and agent partnership or joint venture relationship between the parties hereto.

**SECTION 23. REMEDIES CUMULATIVE**. All remedies, rights, powers, and privileges, either under the Agreement or by law or otherwise afforded to a Party, shall be cumulative and not exclusive of any other such remedies, rights, powers and privileges. Each Party may exercise all such remedies in any order of priority.

## **SECTION 24. CONFIDENTIALITY**

24.1 Carrier shall use reasonable efforts to assure that the Agreement, the Operating Regulations and information about Member and Servicer and their respective operations, affairs and financial condition, not generally disclosed to the public or to trade and other creditors, which is furnished to Carrier pursuant to the provisions hereof is used only for the purposes of the Agreement and any other relationship between Member or Servicer and Carrier and shall not be divulged to any person other than Carrier, its Affiliates and their respective officers, directors, employees and agents, except (a) to their attorneys and accountants in connection with the Agreement, (b) for due diligence purposes in connection with significant transactions or dealings involving Carrier and which are outside the ordinary course of Carrier's business, including investments, acquisitions or financing, to other potential parties to such dealings or transactions or their professional advisors, subject to confidentiality agreements no less protective than these confidentiality provisions and subject, in the case of the Exposure Protection Schedule, to redaction of the Methodology, (c) in connection with the enforcement of the rights of Carrier hereunder or otherwise in connection with applicable litigation, and (d) as may otherwise be required by any court or law enforcement or regulatory authority having jurisdiction over Carrier or by any applicable law, rule, regulation or judicial process, the opinion of Carrier's legal advisors concerning the making of such disclosure to be binding on the parties hereto; provided, that, in the event that Carrier determines that it is required to disclose any such information whether pursuant to a judicial order or to applicable law, Carrier agrees, to the extent legally permissible, to provide Member or Servicer within ten (10) days' prior written notice (or such shorter prior notice as shall be reasonable and practicable in the circumstances) of such determination and the basis for such determination prior to making disclosure so that Member or Servicer may consider whether to seek an appropriate protective order or to waive compliance with the requirements of this Section 24. Carrier shall not incur any liability to Member or Servicer by reason of any disclosure permitted by this Section 24.

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24.2 Member and Servicer shall use reasonable efforts to assure that the Agreement and information about Carrier and its operations, affairs and financial condition, not generally disclosed to the public or to trade and other creditors, which is furnished to Member or Servicer pursuant to the provisions hereof is used only for the purposes of the Agreement and any other relationship between Member or Servicer and Carrier and shall not be divulged to any person other than Member or Servicer, their Affiliates and their respective officers, directors, employees and agents, except (i) to their attorneys and accountants in connection with the Agreement, (ii) for due diligence purposes in connection with significant transactions or dealings involving Member or Servicer and which are outside the ordinary course of Member's or Servicer's business, including investments, acquisitions or financing,

27

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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to other potential parties to such dealings or transactions or their professional advisors, subject to confidentiality agreements no less protective than these confidentiality provisions, (iii) in connection with the enforcement of the rights of Member or Servicer hereunder or otherwise in connection with applicable litigation, and (iv) as may otherwise be required by any court or law enforcement or regulatory authority having jurisdiction over Member or Servicer or by any applicable law, rule, regulation or judicial process, the opinion of legal advisors to Member or Servicer concerning the making of such disclosure to be binding on the parties hereto; provided, that in the event that Member or Servicer determines that it is required to disclose any such information whether pursuant to a judicial order or to applicable law, Member or Servicer, as applicable, to the extent legally permissible, agrees to provide Carrier with ten (10) days' prior written notice (or such shorter prior notice as shall be reasonable and practicable in the circumstances) of such determination and the basis for such determination prior to making disclosure so that Carrier may consider whether to seek an appropriate protective order or to waive compliance with the requirements of this Section 24. Neither Member nor Servicer shall incur any liability to Carrier by reason of any disclosure permitted by this Section 24.

24.3 Carrier hereby authorizes Member to disclose to the Card Associations Carrier's name and address and any and all other information as may be required pursuant to any Operating Regulations, and to list Carrier as one of its customers.

#### **SECTION 25. FORCE MAJEURE.**

25.1 Any delay in the performance by any party hereto of its obligations (except for payment of monies when due) shall be excused during the period and to the extent that such performance is rendered impossible or impracticable due to any one or more of the following: acts of God, fires or other casualty, flood or weather condition, earthquakes, acts of a public enemy, acts of war, terrorism, insurrection, riots or civil commotion, explosions, strikes, boycotts, unavailability of parts, equipment or materials through normal supply sources, the failure of any utility to supply its services for reasons beyond the control of the party whose performance is to be excused, or other cause or causes beyond such party's reasonable control.

25.2 If any Party is affected by a force majeure event, it shall immediately notify in writing the other Parties of the nature and extent of the circumstances and the Parties shall discuss and agree on the action to be taken.

**SECTION 26. ASSOCIATION OBLIGOR.** Carrier acknowledges that Carrier may be obligated to an Association Obligor to the extent an Association Obligor has incurred liability to a Card Association either as a Direct Obligor or on account of payment of an Indirect Obligation. For the avoidance of doubt, it is understood and agreed that in the case of any such obligation, Carrier shall only be obligated to pay the obligation once, unless payment is made to an entity other than Member, Servicer, an Association Obligor, Card Association or other Secured Party, and the obligation to the Card Association is not extinguished or satisfied on account of such payment or otherwise. Member or Servicer shall act reasonably on behalf of an Association Obligor in such circumstances and Carrier may rely upon any actions taken or directions given by Member or Servicer as having been authorized by an Association Obligor.

**SECTION 27. JUDGMENT CURRENCY.** Carrier agrees that any judgment concerning this Agreement granted in favor of Member or Servicer shall be paid in the

28

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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currency such judgment is rendered in (the "Judgment Currency"). If Carrier fails to pay a judgment as described in the preceding sentence, Carrier agrees to indemnify Member and Servicer against any loss incurred by Member or Servicer as a result of the rate of exchange at which any amount recovered against Carrier (by way of recoupment, setoff or otherwise) is converted to the Judgment Currency. The foregoing indemnity shall constitute a separate and independent obligation of Carrier and shall apply irrespective of any indulgence granted to Carrier from time to time and shall continue in full force and effect notwithstanding any such judgment or order as aforesaid. The term "rate of exchange" shall include any premiums and costs of exchange payable in connection with the purchase of, or conversion into, the relevant currency.

SECTION 28. **WAIVER OF SOVEREIGN IMMUNITY.** To the extent that Carrier may be entitled, in any jurisdiction in which judicial proceedings may at any time be commenced with respect to this Agreement, to claim for itself or its revenues, assets or properties sovereign immunity from suit, from the jurisdiction of any court (including but not limited to any court of the United States of America or the State of Minnesota), from attachment prior to judgment, attachment in aid of execution of a judgment or from execution of judgment to the extent that in any such jurisdiction there may be attributed such sovereign immunity (whether or not claimed), Carrier hereby irrevocably agrees not to claim and hereby irrevocably waives such sovereign immunity in respect of suit, jurisdiction of any court, attachment prior to judgment, attachment in aid of execution of judgment and execution of a judgment.

29

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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**Exhibit A  
to Master Terms of Service**

**Payment Schedule**

<b>File Received by Member or Servicer by 9:00 P.M. (prevailing Central time, U.S.)</b>	<b>Day Funded (via wire)</b>
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday	Friday
Friday	Monday
Saturday	Tuesday
Sunday	Tuesday

Days that United States government offices and agencies are not open (weekends and federal holidays) will affect settlement times.

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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**FEE SCHEDULE**

[\*\*\*]  
A. [\*\*\*]

B. [\*\*\*]

C. [\*\*\*]

D. [\*\*\*]

E. [\*\*\*]

F. [\*\*\*]

G. [\*\*\*]

H. [\*\*\*]

I. [\*\*\*]

[6.2.36] [U.S. Bank - Signatory Agreement.pdf] [page 1 of 61]

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**EXPOSURE PROTECTION SCHEDULE  
(U.S. Transactions)**

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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**EXPOSURE PROTECTION SCHEDULE**

This Exposure Protection Schedule is to the Signatory Agreement dated as of May 21, 2009 by and among Spirit Airlines, Inc. ("Carrier") and U.S. Bank National Association, as "Member" and "Servicer" (together with the Master Terms of Service incorporated therein and all Schedules, Exhibits and other attachments to the Signatory Agreement and the Master Terms of Service, this or the "Agreement").

**1. Certain Definitions.**

All terms not otherwise defined herein that are capitalized and used herein shall have the meanings given to them in the Agreement. References to Sections in "this Agreement" or "the Agreement" mean any such Section in the MTOS. As used in this Exposure Protection Schedule, the following terms shall have the meanings indicated:

**Aggregate Protection** - The sum of (i) the Deposit, (ii) the amount remaining to be drawn upon any valid and outstanding Letter of Credit, and (iii) the proceeds of any previous draw on a Letter of Credit held by Servicer or Member and not applied to any Obligations or credited to the Deposit.

**Carrier's Rights** - Any and all rights that Carrier has or may at any time acquire in any Sales Records, any Deposit amount, any right to payment under the Agreement prior to the exercise of any setoff rights or net settlement hereunder, or from any third parties as a result of any Sales Records or Card sales arising under or relating to the Agreement.

**Deposit** - The aggregate of (a) Reserved Funds and (b) any cash remitted and pledged by Carrier to Member or Servicer or any other Secured Party pursuant to or in connection with the Agreement to secure the Obligations hereunder, and all additions to such aggregate made from time to time and all monies, securities, investments and instruments purchased therewith and all interest, profits and/or dividends accruing thereon and proceeds thereof. Separate Deposits may be maintained in the event there are multiple currencies, in such currencies.

**Gross Exposure** - As defined in Section 8 of this Exposure Protection Schedule.

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Letter of Credit - One or more valid and outstanding irrevocable standby letters of credit that are (i) issued for the benefit of all Secured Parties, (ii) in form and substance acceptable to Servicer, as determined by Servicer in its sole discretion, (iii) issued by a financial institution acceptable to Servicer, as determined by Servicer in its sole discretion and (iv) expressly accepted by Servicer or Member, as agent for all Secured Parties. Servicer hereby confirms, acknowledges and agrees that (x) the form and substance of the letter of credit attached hereto as Exhibit A is acceptable to Servicer, (y) Bayerische Hypo- und Vereinsbank AG, as the issuer of such letter of credit is on the date of this Agreement acceptable to Servicer and (z) GS Bank U.S.A. as the issuer of such letter of credit is on the date of this Agreement acceptable to Servicer.

Lien - Any mortgage, pledge, security interest, encumbrance, lien, hypothec or charge of any kind (including any agreement to provide any of the foregoing), any

conditional sale or other title retention agreement or any lease in the nature thereof, or any filing or agreement to file a financing statement as debtor on any property leased to any Person under a lease which is not in the nature of a conditional sale or title retention agreement.

Methodology - As defined in Section 3 of this Exposure Protection Schedule.

Obligations - All of Carrier's obligations under the Agreement whether now existing or hereafter arising, whether now existing or hereafter arising (including any of the foregoing obligations that arise prior to or after any Insolvency Event and any obligations arising pursuant to this Exposure Protection Schedule).

Required Amount - [\*\*\*]

Secured Parties - Any of Servicer, Member, and each Association Obligor under the Signatory Agreement.

## 2. Exposure Protection

- (a) Upon commencement of the Agreement, Member or Servicer may retain and hold all funds paid to Member by a Card Association on account of Sales Records submitted by Carrier to Servicer or Member as Reserved Funds until the amount of the Aggregate Protection equals the Required Amount, as determined in accordance with Sections 3 and 8 of this Exposure Protection Schedule. In lieu of retaining Reserved Funds, or in addition to retaining and holding Reserved Funds, Member or Servicer, in its sole discretion, may, based upon the Net Activity report delivered under Section 6.4 of the MTOS or other relevant documentary evidence, demand that Carrier, and Carrier shall upon such demand, remit to Servicer within two (2) Business Days of Servicer's demand immediately available funds to hold as the Deposit in an amount that when added to amounts (if any) retained and held by or on behalf of Member or Servicer as the Deposit causes the amount of the Aggregate Protection to equal the Required Amount. The Deposit amount shall be

subject to adjustment as provided in Section 3 of this Exposure Protection Schedule. Member, Servicer or any Secured Party will hold the Deposit as security for the due and punctual payment of and performance by Carrier of the Obligations.

- (b) To the extent Carrier has or may at any time acquire any rights in Carrier's Rights, Carrier grants to each of Servicer, Member, and all other Secured Parties a Lien on the Deposit and all other Carrier's Rights to secure the payment and performance by Carrier of all Obligations. Each Secured Party shall act as agent for all Secured Parties to the extent that any such Secured Party controls or possesses the Deposit or any collateral hereunder or is named as Secured Party on any filing, registration or recording. Carrier hereby acknowledges that notwithstanding the foregoing grant of a Lien, Reserved Funds represent only a future right to payment owed to Carrier under the Agreement, payment of which is subject to the terms and conditions of the Agreement and to Carrier's complete and irrevocable fulfillment of its obligations and duties under the Agreement and do not constitute funds of Carrier.
- (c) Carrier further agrees that during the term of the Agreement, Carrier shall not grant, or attempt to grant, to any other Person or suffer to exist in favor of any other Person any Lien or other interest in Carrier's Rights (if any) or in any proceeds thereof unless any such Lien or other interest and the priority thereof are subject to a subordination agreement in favor of Member, Servicer and all other Secured Parties and reasonably satisfactory to Servicer. This prohibition against the granting of any liens does not include a prohibition against the granting of liens in Carrier's right to payment under this Agreement from Member or Servicer after Member or Servicer has setoff any amounts that may be owing from Carrier to Member or Servicer under this Agreement (a "Right to Payment") and Member and Servicer acknowledge that they have received notice that Carrier has granted a lien in its Right to Payment in favor of Goldman Sachs Credit Partners LP ("Goldman") and certain other lenders pursuant to that certain Security Agreement and Chattel Mortgage, dated as of July 25, 2005, between Carrier and Wells Fargo Bank Northwest, National Association, as collateral agent on behalf of Goldman (the "Goldman Lien")
- (d) Carrier hereby acknowledges that Member and Servicer dispute the existence of any interest of Carrier in any rights to payment from Cardholders or Card Issuers arising out of the Sales Records and further acknowledges that to the extent it may have an interest therein, such interest is subordinate to the interests of the Secured Parties and of any of their respective subrogees.
- (e) Carrier will do all acts and things, and will execute, endorse, deliver, file, register or record all instruments, statements, declarations or agreements (including pledges, assignments, security agreements, financing statements, continuation statements, etc.) reasonably requested by Servicer, in form reasonably satisfactory to Servicer, to establish, perfect, maintain and continue the perfection and priority of the security interest and hypothec of Secured Parties in all Carrier's Rights and in all proceeds of the foregoing, as granted by Carrier pursuant to Section 2(b) and 2(d) of this Exposure Protection

(U.S. Transactions)

45

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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Schedule. Carrier will pay the reasonable costs and expenses of all filings and recordings, including taxes thereon or fees with respect thereto and all searches reasonably necessary or deemed necessary by Servicer, to establish and determine the validity and the priority of such security granted in favor of Servicer. Carrier hereby irrevocably appoints Servicer (and all persons, officers, employees or agents designated by Servicer), its agent and attorney-in-fact to do all such acts and things contemplated by this paragraph in the name of Carrier. Without limiting the foregoing, Carrier hereby authorizes Servicer to file one or more financing statements or continuation statements in respect hereof, and amendments thereto, relating to any part of the collateral described herein without the signature of Carrier. A carbon, photographic or other reproduction of the Agreement or of a financing statement shall be sufficient as a financing statement and may be filed in lieu of the original in any or all jurisdictions which accept such reproductions.

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### **3. Adjustments to Deposit**

- (a) Servicer will use the Methodology described in Section 8 of this Exposure Protection Schedule (the "Methodology") to calculate Gross Exposure each Business Day. Carrier acknowledges that Servicer has explained to it and it understands Servicer's Methodology for determining Gross Exposure and the amount of the Aggregate Protection and hereby agrees to be bound by such Methodology and the determinations made by Servicer as a result thereof, absent manifest error. Among other things, Carrier understands that Gross Exposure includes the value of Travel Costs for goods or services sold to Cardholders who used their Cards to purchase such goods or services with respect to which Carrier has not yet provided such goods or services. Servicer and Carrier may change the Methodology by mutual agreement.
- (b) The amount of the Deposit shall be increased or decreased each Business Day, as appropriate, based on the Methodology so that the amount of the Aggregate Protection will at all times equal the Required Amount. Any necessary increases to the Deposit may be made, at Servicer's sole discretion by Member or Servicer withholding as Reserved Funds an amount up to [\*\*\*] of amounts otherwise payable to Carrier under Section 6.2 of the MTOS until the amount of the Aggregate Protection is at least equal to the Required Amount, or by federal wire transfer of immediately available funds from Carrier to an account designated by Servicer, on the first (1st) Business Day after Carrier's receipt of notice from Servicer that an increase is required and the amount thereof. If the Servicer agrees to permit increases to the amount of the Deposit by wire transfer and the funds required to increase the amount of the Deposit so that the Aggregate Protection is equal to the Required Amount are not transferred to Servicer as required by this Section 3, Member or Servicer may immediately withhold on a daily basis as Reserved Funds an amount up to [\*\*\*] of amounts otherwise payable to Carrier under Section 6.2 of the MTOS until the amount of the Aggregate Protection at least equals the Required Amount. Member or Servicer shall remit to Carrier from the Deposit the amount necessary to reduce the amount of the Aggregate Protection to equal the Required Amount on each Business Day in accordance with Section 6.2 of the MTOS.

(U.S. Transactions)

46

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

- (c) The amount of the Deposit to be maintained hereunder may be reduced in accordance with Section 9 of this Exposure Protection Schedule pursuant to which Servicer accepts Letter of Credit in lieu of all or a portion of the Deposit so long as the Aggregate Protection equals the Required Amount. Similarly, Servicer shall accept a Letter of Credit meeting the terms contained herein in replacement of an existing Letter of Credit that is either (i) within 120 days of expiration or (ii) may, after the expiration of the appropriate time frame set forth in Section 9, be subject to a draw due to a downgrade of the bank that issued such Letter of Credit.
- (d) Although Servicer has the right at all times to require that the amount of the Aggregate Protection equal the Required Amount, Servicer may, from time to time, in its sole discretion make remittances to Carrier or release portions of any Letter of Credit such that the Aggregate Protection is less than the Required Amount. The duration of any such reduction is within the sole discretion of Servicer. At any time that the amount of the Aggregate Protection is less than the Required Amount Servicer, in its sole discretion, may again require that the amount of the Aggregate Protection equal the Required Amount. Any required increase may be made as provided in Section 3(b) of this Exposure Protection Schedule as determined by Servicer. Any reductions in the amount of the Aggregate Protection as described in this paragraph shall not be deemed a course of dealing nor give rise to any rights by Carrier in the future to require that the amount of the Aggregate Amount be less than the Required Amount.

- (e) If an event or series of events occurs that can reasonably be determined to have a materially positive effect on Carrier's present and prospective financial condition, then within ten days of each anniversary date of the Commencement Date Carrier may submit a written request to Servicer to review the Required Amount for consideration of a reduction in the percentage of Gross Exposure required to be maintained as the amount of the Aggregate Protection (a "Modification Request"). Servicer shall review the Modification Request and information presented by Carrier and attempt to respond to such request within thirty (30) days. Any determination of whether to agree to the Modification Request shall be made in the sole discretion of Servicer. If Servicer does not agree to the Modification Request, then Carrier shall have a period of fifteen (15) days from such response by Servicer to provide written notice to Servicer of Carrier's election to terminate the Agreement ninety days from the date Carrier's notice to terminate is delivered to Servicer. Carrier shall have no right to terminate the Agreement prior to its then current term (other than as a result of Servicer or Member's breach) if it fails to (i) deliver a Modification Request within the time frame stated in this Section or (ii) provide notice of termination as a result of a negative response by Servicer to a Modification Request within the time frame stated in this Section.

#### 4. Control of Deposit

Carrier acknowledges that (i) funds remitted to Member or Servicer by Carrier and (ii) funds paid by Card Associations and held by Member, Servicer or any Secured Party as the Deposit may be commingled with other funds of Member, Servicer or  
(U.S. Transactions)

47

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

such Secured Party, and further acknowledges that all such funds, and any investment of funds shall be in the name and control of Member, Servicer or such Secured Party, and Carrier shall have no interest in any securities, instruments or other contracts or any interest, dividends or other earnings accruing thereon or in connection therewith. It is the understanding of the Parties that, notwithstanding any other provision of the Agreement to the contrary, (a) the sole obligation of Member or Servicer with respect to the Deposit shall be the obligation to pay to Carrier amounts equal to the amounts attributable to Travel Costs with respect to which Carrier has provided goods or services net of any Obligations owed Carrier to any Secured Party, (b) such obligation to make payment to Carrier is at all times subject to the terms of the Agreement, and (c) such payment shall only be due and payable upon complete and irrevocable fulfillment by Carrier of all of its obligations and duties under the Agreement.

#### 5. Investment

- (a) To the extent permitted by applicable law or regulation, all amounts held as the Deposit will be deemed to earn a yield equal to the Applicable Rate. The amount so earned shall be credited to the Deposit.

#### 6. Right of Offset; Recoupment; Application

At any time that an amount is due Member, Servicer or any other Secured Party from Carrier, and Member, Servicer or such other Secured Party does not obtain payment of such amount due as provided in the Agreement, Member or Servicer (each on behalf of itself and any other Secured Party) shall have the right to apply, recoup or set off any amounts otherwise owed by Member, Servicer or any other Secured Party to Carrier hereunder, including, without limitation, any amounts attributable to the Deposit, to the amount owed by Carrier. Servicer may exercise any such right for its benefit or the benefit of Member or any other Secured Party. Where any application, recoupment or set off requires the conversion of one currency into another, Servicer or Member shall be entitled to effect such conversion in accordance with its prevailing practice and Carrier shall bear all exchange risks, losses, commissions and other bank charges which may thereafter arise.

#### 7. Retention of Deposit After Cessation

Notwithstanding any other provision of the Agreement to the contrary, during the period not to exceed [\*\*\*] months from the earlier of termination of this Agreement or the date upon which Carrier permanently ceases flight operations, Member and Servicer may retain the Deposit and Letters of Credit so that the Aggregate Protection at least equals the Required Amount on each day. As the Required Amount is reduced because Gross Exposure has been reduced, Servicer is obligated to remit sufficient funds from the Deposit and/or return the Letter of Credit to Carrier within two (2) business days of such determination so that the Aggregate

Protection does not exceed the Required Amount. Subject to the foregoing and the eighteen month time frame, Servicer shall continue to hold the Deposit and/or Letters of Credit until Servicer has determined that Carrier has no further Obligations or potential Obligations and Servicer shall be without any obligation to remit funds to Carrier until such time.

(U.S. Transactions)

48

*[6.2.36] [U.S. Bank - Signatory Agreement.pdf]*

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**8. [\*\*\*]**

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(U.S. Transactions)

49

*[6.2.36] [U.S. Bank - Signatory Agreement.pdf]*

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**9. Standby Letter of Credit**

- (a) The amount of the Aggregate Protection which Servicer or Member may maintain pursuant to this Exposure Protection Schedule shall include the sum of (a) the amount remaining to be drawn upon any valid and outstanding Letter of Credit and (b) the proceeds of any previous draw on a Letter of Credit held by Servicer or Member and not applied. At such time as the Servicer or Member may no longer draw on the Letters of Credit, Servicer may require that the amount of the Deposit plus proceeds of any draw on the Letters of Credit held by Servicer or Member and not applied equal the Required Amount.
- (b) Upon the occurrence of any event that gives rise to Servicer's right under this Agreement to make demand on Carrier for payment to Servicer or Member of any Obligations and after (i) application of all amounts held as part of the Deposit and (ii) application of all amounts that would otherwise be payable to Carrier from Member or Servicer under the Agreement on such date, if any, then the Servicer, at its option, may draw on any Letter of Credit issued for its benefit with respect to the Agreement to pay such Obligations in an amount that does not exceed the sum of (A) the amount the Servicer has a right to demand that the Carrier pay the Servicer or Member under this Agreement on such date plus (B) the amounts the Servicer reasonably believes it will have a right to demand that the Carrier pay the Servicer or Member as Obligations during the following seven day period.
- (c) Notwithstanding anything to the contrary contained in this Section 9 to the contrary, Servicer may draw upon the full amount of a Letter of Credit if sixty (60) days have passed since Servicer delivered written notice to Carrier that

(U.S. Transactions)

50

*[6.2.36] [U.S. Bank - Signatory Agreement.pdf]*

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the rating of the bank that issued the Letter of Credit has fallen below (A) [\*\*\*] under the Moody's Investors Service rating system or (B) [\*\*\*] under the Standard and Poor's rating system, or (C) if ratings from either of those services are unavailable, the equivalent rating of any of the foregoing under any similar rating system.

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- (d) Notwithstanding anything to the contrary contained in this Section 9 to the contrary, Servicer may draw upon the full amount of a Letter of Credit if (i) five (5) Business Days have passed since the rating of the bank that issued the Letter of Credit has fallen below (A) [\*\*\*] under the Moody's Investors Service rating system or (B) [\*\*\*] under the Standard and Poor's rating system, or (C) if ratings from either of those services are unavailable, the equivalent rating of any of the foregoing under any similar rating system, (ii) an Insolvency Proceeding is commenced by or against Carrier or (iii) the Letter of Credit is set to expire within 60 days and Servicer has not received notice of renewal of the Letter of Credit or an replacement letter of credit acceptable as to form and issuer in the sole discretion of Servicer.
- (e) Carrier acknowledges that subject to its right to receive payments under this Agreement, it has no interest in any proceeds of any draw on any Letter of Credit issued for the benefit of Servicer or Member and that upon any valid draw on any Letter of Credit, Servicer or Member shall be entitled to hold the proceeds thereof for payment of the Obligations under the Agreement and apply such proceeds in payment thereof as and when Servicer reasonably deems appropriate, subject to the provisions of Section 7 of this Exposure Protection Schedule. Neither Servicer nor Member shall have any obligation to remit to any Person any excess proceeds of any draw on any Letter of Credit until expiration of the period specified in Section 7 of this Exposure Protection Schedule. In the event of any dispute between Carrier and the issuer of a Letter of Credit or any subrogee thereof, or any other Person with respect to entitlement to any proceeds of a Letter of Credit, Servicer or Member may retain all such proceeds until final resolution of such dispute by a court of competent jurisdiction, subject to the right of Servicer or Member to retain and apply proceeds in payment of the Obligations. In the event that Servicer or Member draws on a Letter of Credit and holds the proceeds thereof at a time when Carrier is conducting normal flight operations, Servicer or Member, at its option, may include such proceeds in its calculation of coverage for the Required Amount and remittances to Carrier may be made in accordance with Section 2 of this Exposure Protection Schedule as if the proceeds were part of the Deposit. Carrier further agrees that at Servicer's option, any excess proceeds of a Letter of Credit, as determined by Servicer in good faith after taking into account all obligations of the Carrier to the Secured Parties, may be remitted to the issuer of a Letter of Credit, or if the issuer has been reimbursed in full for all amounts owed to it on account of the draw on the Letter of Credit, to the account party thereof.

## 10. Fare Club Exposure

- (a) The "Fare Club Exposure," as determined in accordance with this Section 10 shall be added to the calculation of Gross Exposure at all times; provided,

(U.S. Transactions)

51

[6.2.36] [U.S. Bank - Signatory Agreement.pdf]

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however, (i) the Fare Club Exposure will first be added to the calculation of Gross Exposure on the last Business Day of the first full month after the Commencement Date and (ii) the amount of the Fare Club Exposure will only be modified as of the last Business Day of each month.

- (b) The initial calculation of the Fare Club Exposure shall be based upon the assumption that (i) the Fare Club memberships are only for a [\*\*\*] period and (ii) sales of Fare Club membership average [\*\*\*] per month.
- (c) During the initial six month period beginning with the first full month after the Commencement Date, the following amounts shall constitute the Fare Club Exposure:
-

<b>Month No.</b>	1	2	3	4	5	6
Fare Club Exposure Amount	[***]	[***]	[***]	[***]	[***]	[***]

- (d) Within 10 days of the end of each month, Carrier shall provide Servicer with a report of its Fare Club membership sales for the preceding month made through the use of a Card (the "Fare Club Sales Report"). The first Fare Club Sales Report shall cover the first full calendar month after the Commencement Date.
- (e) At the conclusion of each six month period, Servicer shall complete a reconciliation between the actual Fare Club Exposure then held and the actual exposure based upon the Fare Club Sales Reports (the "Reconciled Exposure"). The actual exposure for determining the Reconciled Exposure shall be determined by taking the fare club sales for any particular month and reducing such amount by [\*\*\*] of the original monthly sale amount in each month after such sale until the amount reaches zero, with the first [\*\*\*] reduction occurring in the month the fare club sale occurs (the "Exposure Reduction Methodology"). Based upon such reconciliation, the amount of Fare Club Exposure will modified to be equal to the Reconciled Exposure.
- (f) During each successive six month period, the Fare Club Exposure will be determined by (i) using the most recent Reconciled Exposure and reducing such amount in each successive month in accordance with the Exposure Reduction Methodology and (ii) adding to the Fare Club Exposure each month an amount equal to the average monthly amount of fare club sales as determined by the most recent six Fare Club Sales Reports, but subtracting from the Fare Club Exposure an amount determined by applying the Exposure Reduction Methodology in succeeding months to the amounts added to the Fare Club Exposure.
- (g) Servicer reserves the right to modify the Fare Club Exposure to the extent that Carrier sells fare club memberships with a term longer than one year. Carrier may request that Servicer adjust the calculation of Fare Club Exposure if at any time more than 40% of the fare club memberships then outstanding, when originally sold, were for terms materially shorter than one year.

(U.S. Transactions)

52

*[6.2.36] [U.S. Bank - Signatory Agreement.pdf]*

Exhibit A to Exposure Protection Schedule

**Date of Issue: August 2009**

**Irrevocable Standby Letter of Credit Number:**

**Beneficiary:**

U.S. Bank National Association  
Mail Station BC MN H22P  
800 Nicollet Mall  
Minneapolis, MN 55415  
Attention: Credit Manager

**Amount:**

See Exhibit C

**Initial Expiry Date/Place:**

1 October 2010/New York, NY

**Re: Spirit Airlines**

Dear Sirs:

We hereby establish our Standby Letter of Credit ("Letter of Credit") in favor of U.S. Bank National Association ("Beneficiary") with Spirit Airlines, Inc. ("Spirit"), referenced below, on behalf of Goldman, Sachs & Co., for the available amount from time to time as set forth in Exhibit C hereto, which amount shall be automatically reduced by the amount of each drawing hereunder, available by the Beneficiary's draft(s) drawn on us at sight (the "Available Amount").

Subject to the provisions of this Letter of Credit, you are hereby irrevocably authorized to make one or more drawings, each in an amount not in excess of the Available Amount in effect on the date such drawing is made by presentation to us at our office at 150 East 42<sup>nd</sup> Street, 28<sup>th</sup> Floor, New York, NY 10017 on or prior to the Date of Expiry (as such term is defined below) of a duly completed certificate in the form of Exhibit A attached hereto (the "Demand Certificate"), signed on your behalf by a person purporting to be your authorized signatory, accompanied by the original Letter of Credit.

Partial drawings are permitted, provided that not more than one drawing may be made during any calendar week.

This Letter of Credit is transferable in its entirety (but not in part) to any entity(ies) designated by Beneficiary as a transferee under the Signatory Agreement dated May 2009 between Beneficiary and Spirit (the "Bankcard Agreement") and may be successively so transferred. Transfer of the Available Amount under this Letter of Credit to such transferee shall be effected by the presentation to us of this Letter of Credit accompanied by a certificate substantially in the form set forth as Exhibit B to this Letter of Credit.

The initial term of this Letter of Credit shall commence upon the Date of Issue (set forth above) and continue through and terminate on the close of business on 1 October 2010 unless extended (the then effective date on which this Letter of Credit terminates is the "Date of Expiry").

We hereby engage with you that all Demand Certificates presented in compliance with the terms of this Letter of Credit will be duly honored upon presentation to us.

Our obligation under this Letter of Credit shall be absolute and shall not be affected by any circumstance, claim or defense (real or personal), setoff or counterclaim of Spirit or any other person as to the enforceability of the Bankcard Agreement referenced herein, it being understood that our obligations shall be that of a primary obligor, and not that of a surety or guarantor.

53

*[6.2.36] [U.S. Bank - Signatory Agreement.pdf]*

This Letter of Credit and the Exhibits hereto sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any facts now known to the undersigned or hereafter made known to the undersigned or to any document, instrument or agreement in which this Letter of Credit is referred to or to which this Letter of Credit relates, and no such reference shall be deemed to incorporate herein by reference any document, instrument or agreement.

This credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600.

Bayerische Hypo und Vereinsbank AG  
New York Branch  
[Authorized Signature(s)]  
54

*[6.2.36] [U.S. Bank - Signatory Agreement.pdf]*

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EXHIBIT A  
TO THE LETTER OF CREDIT

Bayerische Hypo-und Vereinsbank AG  
150 East 42<sup>nd</sup> Street, New York, NY 10017

Re: Irrevocable Standby Letter of Credit Number: SB246653 (the "Letter of Credit")

The undersigned, an authorized signatory of U.S. Bank National Association and/or its successors or assigns, the Beneficiary of the Letter of Credit, hereby certifies to Bayerische Hypo-und Vereinsbank AG (the "Bank") that:

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(a) The Beneficiary hereby demands payment of \$ ("Demand Amount") under the Letter of Credit for the purpose of paying and/or assuring future payment of amounts due from Spirit pursuant to the Signatory Agreement (including all appendices and amendments thereto) dated May , 2009 between U.S. Bank National Association, and Spirit Airlines, Inc. ("Spirit"), currently and/or contingently, to Beneficiary.

(b) The Demand Amount is equal to or less than the Available Amount under the Letter of Credit.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Demand Certificate as of the day of , .

Very truly yours,

U.S. Bank National Association

By:

Name:

Authorized Signatory

3

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EXHIBIT B  
TO THE LETTER OF CREDIT  
INSTRUCTIONS TO TRANSFER

, 20

Bayerische Hypo-und Vereinsbank AG  
New York Branch  
150 East 42<sup>nd</sup> Street  
New York, NY 10017-4679  
Attention: Manager, Letter of Credit Department  
Re: Irrevocable Letter of Credit No.

Gentlemen:

The undersigned is named as a beneficiary in the Letter of Credit referred to above (the "Letter of Credit"). The undersigned now wishes to transfer to the Transferee named below, all rights to the undersigned to draw under the Letter of Credit.

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Name of  
Transferee

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Address

Therefore, for value received, the undersigned hereby irrevocably instructs you to transfer to such Transferee all rights of the undersigned to draw under the Letter of Credit. Such Transferee shall hereafter have rights as a beneficiary under the Letter of Credit.

The Letter of Credit is enclosed herewith.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate as of the day of , 20.

[NAME OF TRANSFEROR]

By:

Title:

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4

The undersigned, [Name of Transferee], hereby accepts the foregoing transfer of rights under the Letter of Credit.

[NAME OF TRANSFeree]

By:

Title:

Address:

[insert address]

5

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EXHIBIT C  
TO THE LETTER OF CREDIT

Date	Available Amount
[***]	[***]

6

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EXTENSION TO THE LETTER OF CREDIT

30/09/10-12:50:34

LCPrinter-1386-000002

2

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Instance Type and Transmission

Copy received from SMQS  
Priority/Delivery : Normal  
Message Output Reference : OFAC.OUT0726000774

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Message Header

Swift Input : FIN 799 Free Format Message  
Sender : HYVEUS33XXX  
UNICREDIT BANK AG (HYPOVEREINSBANK)  
NEW YORK,NY US  
Receiver : USBKUS44XXX  
U.S. BANK  
MINNEAPOLIS,MN US

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Message Text

20: Transaction Reference Number  
SB264501  
21: Related Reference  
PAGE 1 OF 2  
79: Narrative  
.ATTN: LETTER OF CREDIT DEPT.  
...REVISED AMENDMENT DATED SEPTEMBER 28, 2010...

RE - OUR L/C NO.SB264501 DATED AUGUST 07, 2009  
FOR USD 29,000,000.00  
B/O - GOLDMAN SACHS AND COMPANY  
F/O - U.S. BANK NATIONAL ASSOCIATION

PLEASE ADVISE BENEFICIARY L/CREDIT AMENDED AS FOLLOWS -

- 1) EXPIRY DATE EXTENDED TO MAY 02, 2011
- 2) ON PAGE 10 OF 10 "EXHIBIT C" ADD THE FOLLOWING SCHEDULE:

DATE:	AVAILABLE AMOUNT:
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OCTOBER 1, 2010 TO AND INCLUDING

FEBRUARY 28, 2011 USD15,000,000.00

MARCH 1, 2011 TO AND INCLUDING

MARCH 31, 2011 USD13,000,000.00

APRIL 1, 2011 TO AND INCLUDING

APRIL 30, 2011 USD11,000,000.00

MAY 1, 2011 USD 0.00

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

CONTINUED ON PAGE 2

\*End of Message

30/09/10-12:50:34

LCPrinter-1386-000003

3

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**Instance Type and Transmission**

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Copy received from SMQS  
Priority/Delivery : Normal  
Message Output Reference : OFAC.OUT0726000775

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**Message Header**

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Swift Input : FIN 799 Free Format Message  
Sender : HYVEUS33XXX  
UNICREDIT BANK AG (HYPOVEREINSBANK)  
NEW YORK,NY US  
Receiver: USBKUS44XXX  
U.S. BANK  
MINNEAPOLIS,MN US

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**Message Text**

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20: Transaction Reference Number  
SB264501  
21: Related Reference

PAGE 2 OF 2

79: Narrative  
CONTINUATION OF SB264501, PG 1 OF 2

THIS AMENDMENT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION)  
INTL CHAMBER OF COMMERCE PUBLICATION NO. 600.

PLEASE INDICATE YOUR ACCEPTANCE/REJECTION TO THIS AMENDMENT BY YOUR AUTHENTICATED SWIFT MESSAGE TO  
HYVEUS33 ATTN: LETTER OF CREDIT DEPT.

REGARDS - AIJAZ MIRZA - L/CREDIT DEPT.

\*End of Message

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#### FIRST AMENDMENT TO SIGNATORY AGREEMENT

THIS FIRST AMENDMENT TO SIGNATORY AGREEMENT (this "Amendment") is entered into as of January 18, 2010, by and between Spirit Airlines, Inc., a company organized under the laws of the state of Delaware ("Carrier"), and U.S. Bank National Association ("Bank").

#### RECITALS

A. Bank and Carrier are parties to a Signatory Agreement (U.S. VISA and MasterCard Transactions) dated as of May 21, 2009 (as the same has been amended, restated or otherwise modified from time to time, the "Card Processing Agreement") pursuant to which Bank processes certain payments made to Carrier using Cards (as such term is defined in the Card Processing Agreement) bearing the servicemark of Visa International, Visa U.S.A. Inc. or MasterCard International Incorporated.

B. Carrier and Bank each desire to make certain changes to the Card Processing Agreement and have therefore agreed to enter into this amendment.

#### AGREEMENT

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

**Section 1. Capitalized Terms.** Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the MTOS attached to the Card Processing Agreement, unless the context shall otherwise require.

**Section 2. Amendments.** The Card Processing Agreement is hereby amended to add a new Section 16 to the Signatory Agreement portion of the Card Processing Agreement to read as follows:

Section 16 Internet Debit Card Processing. Notwithstanding anything else contained in this Agreement, Carrier may submit for processing hereunder PIN-based Internet Transactions involving Debit Cards provided Bank has notified Carrier that Bank or its affiliates agrees to accept such Transactions. Carrier understands and agrees that Bank's ability to accept PIN-based Internet Debit Card Transactions under this Agreement is dependent upon Bank or its affiliate having agreements in place with certain third party vendors, such as Acculynk. Carrier acknowledges that even if Bank agrees to accept PIN-based Internet Debit Card Transactions, Bank may not be able to accept Transactions for Debit Cards on all the EFT Networks. Carrier may not submit any other PIN-based Debit Card Transactions under this Agreement other than PIN-based Internet Debit Card Transactions. If Bank can no longer process PIN-based Internet Debit Card Transactions because it does not have the required enforceable contracts with third party vendors, no such Transactions may be submitted hereunder. Bank shall not be deemed in breach of the Agreement or otherwise have any liability to Carrier as a result of its inability to process PIN-based Internet Debit Card Transactions due to the lack of the required contracts with third party vendors.

During any period in which Bank can accept PIN-based Internet Debit Card Transactions, the following additional terms shall apply:

16.1 Section 1 of the MTOS is hereby amended by adding the following definitions in the correct alphabetical order:

Credit Card Associations - Visa U.S.A. Inc., Visa International, Inc., MasterCard International Incorporated and any other national card association designated by Bank.

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Debit Card - A card or device bearing the symbol(s) of one or more EFT Networks or Credit Card Associations, which may be used to purchase goods and services from Carrier and to pay the amount due to Carrier by an electronic debit to the Cardholder's designated deposit account.

EFT Networks - (i) Interlink Network, Inc., Maestro U.S.A., Inc., STAR Networks, Inc., NYCE Payments Network, LLC, PULSE Network LLC, ACCEL/Exchange Network, Alaska Option Services Corporation, Armed Forces Financial Network, Credit Union 24, Inc., NETS, Inc. and SHAZAM, Inc. and (ii) any other organization or association that hereinafter authorizes Bank or its affiliates to authorize, capture, and/or settle Transactions effected with Debit Cards, and any successor organization or association to any of the foregoing.

Internet PIN Pad - A secure program that displays and allow entry on an alphanumeric keyboard which conforms with the Operating Regulations and requirements established from time to time by Bank, and through which a Cardholder may enter a PIN.

PIN - A Personal Identification Number.

16.2 The definitions of "Card" and "Card Associations" contained in Section 1 of the MTOS are amended and restated in their entirety to read as follows:

Card - (i) Any card (other than a Debit Card) with respect to MasterCard International Incorporated, Visa U.S.A., Inc. or Visa International or other cards bearing the service mark of MasterCard International Inc., Visa U.S.A., Inc. or Visa International or any other national card association designated by Bank and (ii) any Debit Card.

Card Associations - The Credit Card Associations and the EFT Networks and any other card association that may in the future be designated by mutual agreement of Bank and Carrier.

16.3 Fees for PIN-based Internet Debit Card Transactions shall be based upon Debit Card Fee Schedule to the Agreement, attached as Exhibit A to the First Amendment to Signatory Agreement, and the Fee Schedule attached to the Agreement shall not apply to such PIN-based Internet Debit Card Transactions.

16.4 If requested by Bank or required by any EFT Network, Carrier shall prominently display the most current versions of the EFT Network's names, symbols, and/or service marks, as appropriate, on its Internet website and may display such

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marks on promotional materials to inform the public that such Debit Cards will be honored by Carrier. Carrier's use of such marks must comply with the requirements of each mark's owner. Carrier's right to use or display such marks shall continue only long as the Agreement remains in effect and such right shall automatically terminate upon termination of the Agreement.

16.5 In submitting PIN-based Internet Debit Card Transactions to Bank, Carrier agrees as follows:

- a. A Cardholder's Debit Card information and PIN are confidential.
- b. During the Transaction process, Carrier will employ an Internet PIN Pad with appropriate technology to maintain the confidentiality of the Cardholder's Debit Card information and PIN.
- c. Carrier shall use appropriate technology when initiating every Debit Card Transaction so as to prevent the unauthorized recording or disclosure of a Cardholder's PIN.
- d. Carrier shall require that each holder of a Debit Card enter his or her PIN on a Internet PIN Pad when initiating a PIN-based Internet Debit Card Transaction.

16.6 Carrier shall support PIN-based Internet Debit Card Transactions for purchases and refunds, but may not support purchases with cashback or balance inquiries.

16.7 At the time of any PIN-based Internet Debit Card Transaction, Carrier shall make available for each Cardholder to print a Transaction receipt containing, at a Minimum, the following information:

- Amount of the Debit Card Transaction,

- Date of the Debit Card Transaction,
- Truncated Debit Card number or another account number or code that uniquely identifies the Cardholder,
- Carrier's name, and
- Reference number or authorization number.

16.8 Carrier may electronically perform a refund Transaction (if permitted by the applicable EFT Network) for a PIN-based Internet Debit Card Transaction only if original PIN-based Debit Card Transaction was initiated by Carrier.

16.9 When requested by any EFT Network, in its sole discretion, Carrier will immediately take action to: (i) eliminate any fraudulent or improper Transactions, (ii) suspend processing of PIN-based Internet Debit Card Transactions; or (iii) entirely discontinue acceptance of PIN-based Internet Debit Card Transactions.

16.10 Carrier understands that PIN-based Internet Debit Card Transactions conducted with a Internet PIN Pad are high risk and there is a significant risk that a Cardholder's PIN may be tracked or improperly disclosed if appropriate security technology is not employed with the Internet PIN Pad. Carrier understands that Bank

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does not provide such security technology and that it is solely Carrier's responsibility to employ such technology. Carrier indemnifies Bank against any claims made by a holder of a Debit Card regarding the unauthorized disclosure of such Cardholder's PIN in any Transactions submitted to Bank for processing.

16.11 All PIN-based Internet Debit Card Transactions shall be included in the flight calendar under the Exposure Protection Schedule to the Agreement and otherwise included when determining Gross Exposure. Carrier shall be responsible for submitting to Bank the flight data information for each PIN-based Internet Debit Card Transaction necessary to allow Bank to include such Transactions in the Gross Exposure calculation.

16.12 Carrier recognizes that the rules for Chargebacks on PIN-based Internet Debit Card Transactions under the EFT Networks and applicable law may differ from the rules applicable to transactions under the Credit Card Associations and agrees that any rules contained under this Agreement applicable to Chargebacks shall be deemed modified to account for such differences under the EFT Networks and applicable law.

**Section 3. Representations and Warranties of Carrier.** Carrier hereby represents and warrants to Bank that on and as of the date hereof and after giving effect to this Amendment:

**3.1** All of Carrier's representations and warranties contained in the Card Processing Agreement are true, correct and complete in all respects as of the date hereof as though made on and as of such date; provided, that references in Section 9.1(e) of the MTOS to financial statements shall be to the most recent financial statements of such type delivered to Bank by Carrier.

**3.2** Carrier has the power and legal right and authority to enter into this Amendment and has duly authorized as appropriate the execution and delivery of this Amendment and none of the agreements contained herein contravene or constitute a default under any agreement, instrument or indenture to which the Carrier is a party or a signatory or a provision of Carrier's Certificate or Articles of Incorporation or, to the best of the Carrier's knowledge, any other agreement or requirement of law, or result in the imposition of any lien on any of its property under any agreement binding on or applicable to Carrier or any of its property except, if any, in favor of Bank.

**3.3** Carrier is duly organized and in good standing under the laws of the state of its organization and is qualified to do business in each state where the nature of its activities or the character of its properties makes such qualification necessary or desirable and the failure to so qualify would have a material adverse effect on the assets or operations of Carrier.

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**3.4** Upon the effective date of this Amendment, this Amendment and the Card Processing Agreement, as supplemented and amended hereby, will constitute the legal, valid and binding obligations of Carrier enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, and to the exercise of judicial discretion in accordance with general principles of equity.

4

**Section 4. Representations and Warranties of Bank.** Bank represents and warrants to Carrier that Bank has full and complete power and authority to enter into and perform under this Amendment and has obtained, and there remain in effect, all necessary licenses, resolutions and filings which are necessary for Bank to perform its obligations under this Amendment.

**Section 5. Ratification of Agreement; Acknowledgment.** Except as expressly modified under this Amendment, all of the terms, conditions, provisions, agreements, requirements, promises, obligations, duties, covenants and representations of Carrier and Bank, respectively, under the Card Processing Agreement are hereby ratified by Carrier and Bank, respectively. All references contained in the Card Processing Agreement and the Schedules thereto to "Agreement" shall mean the Card Processing Agreement as supplemented and amended hereby.

**Section 6. Effective Date.** This Amendment shall become effective upon execution and delivery to Bank of duly executed counterparts hereof by Bank and Carrier.

**Section 7. Merger and Integration, Superseding Effect.** This Amendment, from and after the date hereof, embodies the entire agreement and understanding between the parties hereto, and supersedes and has merged into it all prior oral and written agreements, on the same subjects by and between the parties hereto with the effect that this Amendment shall control with respect to the specific subjects hereof and thereof.

**Section 8. Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Minnesota.

**Section 9. Counterparts.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which counterparts of this Amendment when taken together, shall constitute one and the same instrument.

5

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date and year first above written.

CARRIER:

SPIRIT AIRLINES, INC.

By: /s/ David Bradford  
Title: VP Treasurer

BANK:

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Michael Kennedy  
Title: Its Authorized Representative

DEBIT CARD TRANSACTION FEE SCHEDULE

Carrier agrees to pay Bank charges for PIN-based Internet Debit Card Transactions according to the following processing fee schedule.

- A. A fee for all PIN-based Internet Debit Card Transactions equal to [\*\*\*] of all Gross Card Sales during such period. "Gross Card Sales" means the total gross dollar amount of Debit Card sales transactions submitted by Carrier in an applicable period. In addition, Carrier shall be charged a [\*\*\*] per item fee based upon Gross Card Transactions. "Gross Card Transactions" means the total gross number of transaction items, including sales and refunds submitted by Carrier in an applicable period.
- B. Card Authorization costs, data capture costs, and equipment rental or purchase costs (to the extent Carrier requests such equipment) will be paid directly by Carrier.
- C. Bank will assess a [\*\*\*] handling fee for each and every Chargeback received by Bank during any 30 calendar day period in which there is at least a [\*\*\*] ratio of Chargebacks received by Bank to net sales volume. Carrier acknowledges and agrees that such fees constitute reasonable compensation to Bank for the services provided by Bank in connection with the handling of Chargebacks, taking into account, among other things, the costs and expenses, whether direct or indirect, and whether out-of-pocket or attributable to an increased administrative burden, incurred or suffered by Bank as a result of such Chargeback activity. As an accommodation to Carrier, Bank will charge the handling fee specified herein only when the ratio of Chargebacks to net sales volume equals or exceeds [\*\*\*] during any applicable period.
- D. The rate specified in paragraph A for Gross Card Sales above may be adjusted from time to time to reflect and correspond to: (1) increases or decreases in applicable rates, fees and assessments established and levied by the applicable Card Associations and (2) increases or decreases in Bank's transaction processing costs.
- E. Upon the upgrade of Bank's systems, Carrier and Bank shall endeavor to amend this Debit Card Transaction Fee Schedule to convert from the flat rate pricing to a pricing model in which interchange and assessments from the EFT Networks and the Credit Card Associations are passed through at cost and (i) a mark up as Bank's fee equal to [\*\*\*], plus (ii) Acculynk's fee equal to [\*\*\*] plus [\*\*\*] for Acculynk's fee, each assessed on Gross Card Sales.

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

**TERMS AND CONDITIONS FOR WORLDWIDE  
ACCEPTANCE OF THE AMERICAN EXPRESS CARD BY AIRLINES**

**between**

**SPIRIT AIRLINES, INCORPORATED**  
print or type name  
print or type full corporate name (if different)

**UNITED STATES**  
country of incorporation

**18121 EAST EIGHT MILE ROAD, EASTPOINTE, MI 48021**  
principal place of business (city and country)

**and**

**AMERICAN EXPRESS**  
**TRAVEL RELATED SERVICES COMPANY, INC.**

9/4/98  
print or type effective date

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***GLOSSARY***

(page numbers indicate where term is defined or first used)

**"Agent"**: a ticket, travel or general sales agent or other agent, not an employee of yours, whom you have duly appointed to act as your agent (p.1)

**"Air Transport"**: defined in Section 1 (p.1)

**"American Express Format"**: the American Express Airline Industry Submission Standard Format, as amended by us from time to time (Schedule II, Section 5.D, p.II-3)

**"APC"**: agency processing center or other central facility for processing charges outside the U.S. (p.4)

**"ARC"**: Airline Reporting Corporation (p.4)

**"Authorization"**: defined in Schedule II, Section 4.A (p.II-2)

**"Card Service"**: the service we and our subsidiaries and affiliates provide for businesses to accept the Card for the purchase by Cardmembers of goods and services (p.3)

**"Card"**: Cards and other payment devices or accounts issued by us or any of our subsidiaries, affiliates or the licensees or representatives of any of the foregoing worldwide (p.1)

**"Cardmember"**: the person in whose name a currently valid Card is issued (p.1)

**"Carrier"**: means you, the airline signing this Agreement (p.1)

**"Carrier Affiliate Group"**: licensed passenger air transport carriers with which you have shared designator code agreements and written franchise or similar agreements where by such carriers (a) operate under a trade name and logo owned by you; (b) hold themselves out to the public as being affiliated with you; (c) utilize ticket stock bearing your name and

identifying number; and (d) are required to comply with operational and customer service standards prescribed by you (p.1)

**"Charge"**: a single purchase or series of purchases with the Card of one or more Air Transport tickets or other goods or services permitted by this Agreement at any one location of Carrier or Agent made at substantially the same time (p.1)

**"Charge Record"**: defined in Schedule II, Section 3.A (p.II-1)

**"Coupon Book"**: a coupon book or pass or other similar product where the customer pays in advance for a series of goods or services to be provided in the future (p.1)

**"Credit"**: a refund due to a Cardmember for a Charge made, issued as described in Schedule II, Section 8 (p.II-4)

**"Credit Record"**: the means to record the issuing of Credits which has been agreed upon by you and us: defined in Schedule II, Section 8.B (p.II-4)

**"Discount"**: the percentage applied to the amount of a Charge to calculate the deduction from that Charge as payment to us (p.1)

**"Disputed Charge"**: a claim, complaint or question about any Charge (Schedule II, Section 9, p.II-4)

**"Electronic Authorization"**: Authorization obtained as described in Section 4.B of Schedule II (p.II-2)

**"Extended Payment"**: any product or ours (other than the Optima Card and other revolving credit card products) which allows the user to make a purchase on an extended payment basis, whether by installments or otherwise; goes by different names in different countries: defined in Schedule II, Section 2.C (p.II-1)

**"Full Recourse"**: our right in certain circumstances to reimbursement from you for payments we have made to you for a Charge. Instances where we can exercise Full Recourse are set forth in Section 6 of the main part of this Agreement (p.2)

**"Net Annual Worldwide Volume of Charges"**: the aggregate of Charges worldwide received and accepted by us from you and Agents under this Agreement during the calendar year, less Credits, adjustments, and amounts deducted pursuant to our right to Full Recourse (Schedule I, Section 1)

**"Related Services"**: defined in Section 1 (p.1)

**"Speed of Pay"**: the frequency of payment for Charges you submit; available plans are described in Schedule I

**"Transmission"**: the electronic submission of Charge and Credit data (Schedule II, Section 2.C and 5.D, p.II-1 and II-3).

**"we"**: American Express Travel Related Services Company, Inc. Includes "us", "our" and "ours" (p.1)

**"you"**: the airline signing this Agreement; also referred to as "Carrier". Includes "your" and "yours" (p.1)

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**TERMS AND CONDITIONS  
FOR WORLDWIDE ACCEPTANCE  
OF THE AMERICAN EXPRESS® CARD**

**-AIRLINES-**

Welcome and thank you for your interest in accepting the American Express Card. We have tried to make the process as easy as possible. These terms and conditions and schedules attached hereto constitute the Agreement between you and us for acceptance of the American Express Card.<sup>1</sup>

**1. SCOPE OF THIS AGREEMENT**

A. By this Agreement, you agree to permit Cardmembers to make purchases for Air Transport and Related Services with the Card wherever you offer these services worldwide.

B. "Air Transport" means

- scheduled passenger air transport over Carrier's lines and incidental air transport over the lines of other carriers consistent with industry interlining standards
-

- land or sea arrangements in connection with the purchase of tours from Carrier which include air transport as described above
- excess baggage and baggage freight charges
- private charters (where permitted by law)

<sup>1</sup> Some terms are defined as they appear but for quick reference see the Glossary. Other parts of this Agreement are:

- Schedule I-Discount and Speed of Pay
- Schedule II-Operational and Other Procedures
  - governmental fees and taxes relating to any of the above

C. "Related Services" mean:

- courier/package/air cargo services
- duty-free goods sold on Carrier's international flights
- membership fees (dues, initiation fees, and the like) for Carrier's passenger air club/lounge
- any fees related to Carrier's frequent flyer or similar program
- in-flight games/other non-gambling in-flight entertainment
- all government fees and taxes relating to any of the above

D. Without our written consent you may not accept the Card for (1) any good or service not listed above or (2) advance sales using Coupon Books.

E. This Agreement covers *only* you, your Carrier Affiliate Group (you will give us a complete list and updates as they occur, which will become part of this Agreement) and your Agents. *It does not cover any other airline or company.* You are solely responsible for financial arrangements and for settling with each member of your Carrier Affiliate Group and with Agents.

(1) Carrier Affiliate Group. The obligation to accept Cards under this Agreement applies to members of your Carrier Affiliate Group. You are financially and otherwise liable to

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us for ensuring the compliance by each such member with all the terms and conditions of this Agreement.

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- (2) **Agents.** You agree to use best efforts to cause each Agent to (a) accept Cards at all worldwide locations of Agent in the same manner and on the same terms and conditions

as are applicable to your acceptance of Cards under this Agreement, and (b) comply with all other provisions of this Agreement with respect to Charges.

2. [\*\*\*]

A. [\*\*\*]

B. [\*\*\*]

C. [\*\*\*]

D. [\*\*\*]

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3. **HOW TO ACCEPT THE CARD**

The procedures for accepting the Card are described in Schedule II. It is important that Agents and all your sales personnel interacting with customers be fully familiar with these procedures.

4. **SENDING CHARGES TO US**

Purchases made with the Card must be submitted to us in the country where the Charge was made (unless we agree otherwise in writing). The submission procedures are described in Schedule II.

5. **PAYMENT FOR CHARGES**

We will pay you for Charges prepared and submitted in accordance with this Agreement at a price equal to [\*\*\*]

6. **FULL RE COURSE**

"Full Recourse" means we are entitled to reimbursement from you for the full amount of a Charge. To recover such amounts, we have the right to offset, recoup and deduct the same from payments due to you or from your bank account (if you have an electronic pay arrangement with us), or to invoice you, in which case you agree to pay us within 10 days after your receipt of our invoice. In the United States, we will retain the Discount with regard to Charges for which we exercise our right to Full Recourse and we reserve our right to establish such policy in other areas of the world. We have the right to Full Recourse in the following situations:

- failure to obtain Authorization for a Charge in accordance with Schedule II, Section 4
  - splitting a Charge into two or more Charges to avoid obtaining Authorization
  - failure to conform with our procedures and specifications when accepting, preparing or submitting a Charge or Credit, including failure to include all required information
  - failure to submit to us (1) a Charge within 30 days of the date the Charge was made or (2) a Credit within 7 days of issuance
-

- failure to provide a substantive response within 25 days of your receipt from us of a Disputed Charge and resolve the dispute (as detailed in Section 9 of Schedule II), but in such case Full Recourse is only to the extent of the amount in dispute
- if, notwithstanding your response, the Cardmember withholds payment and we believe, in good faith, that he or she has the right under law to do so, but in such case Full Recourse is only to the extent of the amount in dispute
- if Cardmember disputes having made a Charge for which no signature was obtained on a Charge Record or where signature is only on file
- If Cardmember disputes the authenticity of his/her signature on a Charge Record and provides us with a signed statement to that effect
- failure to provide us with the original Charge or Credit Record or a copy within 25 days of your receipt of our request.
- receipt by us of disproportionately high number of (1) Disputed Charges regarding you or (2) Charges without Authorization due to downtime of your systems, in each instance relative to your prior history or industry standards.

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- failure by you to comply with respect to a Charge with any other term or condition of this Agreement.

## 7. COMPLIANCE WITH LAWS

As a condition of this Agreement, you represent that you are and agree that you will remain

- fully authorized and licensed by all necessary domestic and international governmental, industry and other authorities to provide Air Transport and other goods and services covered by this Agreement, and
- in compliance with all local laws and regulations (including those relating to currency and foreign exchange) in each state, province and country where you fly or do business.

## 8. TERM AND TERMINATION

A. This Agreement begins as of the date specified in the signature page below and shall continue for a period of five (5) years unless terminated by either party upon [\*\*\*] prior written notice to other, or as otherwise provided in this Agreement including but not limited to Section 8.B below.

B. If either party materially breaches its obligations under this Agreement, and fails to cure such breach within [\*\*\*] after written notice from the other party specifying such breach, then such other party may, upon written notice, terminate this Agreement. Such cure period will not relieve the breaching party of any damages caused by its breach.

## 9. MISCELLANEOUS

A. [\*\*\*]

B. Entire Agreement; Changes. This Agreement, including the Glossary, Schedules, and documents incorporated by reference, contains the entire agreement between the parties on the subject matter hereof and supersedes all prior agreements and understandings between them relating thereto. Except as provided elsewhere in this Agreement, we will give you at least 30 days prior written notice if there are any changes to the terms and conditions we use for the Card Service that will affect this Agreement including any changes to the Discount or other financial terms. If you do not agree with the announced changes, you may cancel this

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Agreement within such 30 days period by giving us written notice to us of at least 15 days. Otherwise, the announced changes will come into effect on the date we indicate and will amend this Agreement accordingly.

C. Governing Law. This Agreement shall be governed by and construed solely in accordance with the laws of the State of New York, USA, without giving effect to the conflict of laws principles of New York or any other jurisdiction.

D. Assignment; Ownership Change. Neither party may assign this Agreement, or any part thereof, including any right to payments from the other, without the prior written consent of such other party (which consistent will not be unreasonably withheld), except that in any country where the Card Service is provided by a subsidiary, affiliate or licensee of ours, we have the right to assign to such entity, without further notice or approval, the rights and obligations under this Agreement. We reserve the right to terminate this Agreement in the event of a merger or change of ownership or control of Carrier, and you agree to promptly notify us of any such event.

E. Authority to Sign; Acceptance of Terms. Each party represents it is legally authorized to enter into this Agreement and that the execution by the individual signing below will render this Agreement legally binding on such party. Carrier represents it is authorized to execute this Agreement on behalf of each member of the Carrier Affiliate Group. Irrespective of any execution of this Agreement, any Card acceptance in connection with your goods or services represents acceptance of the terms and conditions of this Agreement, as amended from time to time.

F. Notices. Notices under this Agreement must be in writing and will be deemed given upon receipt (but conclusive evidence by the sending party or having sent a notice will rebut any claim of non-receipt by the other party) at the address each party has given the other in writing for this purpose. Notices may be sent by any commercially acceptable means, except a notice sent by any commercially acceptable means, except a notice sent by fax or electronic mail will not be effective until recipient affirmatively acknowledges receipt. For a notice to us to be effective you must also send simultaneously a copy to: General Counsel, Airlines, American Express Travel Related Services Company, Inc., World Financial Center, New York, New York 10285-4910, USA. Either party may provide a different address in writing for sending or receiving Charges, Credits, payments and related correspondence.

G. Responsibility for agents and others. Each party is solely responsible for the acts and omissions of any agents, representatives, and other third parties it uses in connection with this Agreement. Members of your Affiliate Group, Agents, ARC, APCs, and processors you use will be deemed your agents or representatives, as the case may be, and not ours, and we will not be responsible for any errors, omissions, delays or losses caused by or arising from them.

H. Service/Trademarks. Neither party will use the trademarks, service marks, company names, logos or other proprietary designations of the other party without first obtaining the other party's written consent, except that we may list you, members of your Affiliate Group and Agents when naming businesses that accept the Card.

I. Confidentiality. The parties agree to maintain this Agreement confidential. Neither party may use or disclose any confidential or proprietary information about the other which it gains in connection with this Agreement, except as necessary to fulfill its obligations hereunder or as required by law.

J. Indemnification. To the extent not prohibited by law, and excluding any consequential damages, each party agrees to indemnify and hold the other party harmless from and against any loss, claim, action, injury, liability, fine, penalty or expense (including attorneys' costs) incurred by such party arising out of or in connection with (1)

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anything negligently, wrongfully or illegally done or omitted to be done by the indemnifying party, its agents or representatives (or the employees of any of the foregoing); or (2) the death or injury to any person or the loss of or damage to any property arising out of the provision by the indemnifying party or its agents or representatives (or the employees of any of the foregoing) of any service or the sale of any good.

K. Force Majeure; legal Compulsion; Immunity. If either party is hindered from performing any obligation due to *force majeure*, such party will notify the other party in writing and such obligation will be suspended during the continuance of such hindrance for a period of up to 60 days. If the hindrance continues after such date, the other

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party may, at its option, terminate this Agreement with 30 days written notice. The obligations of the parties, including the provision of the Card Service and payments thereunder, are subject to all applicable legal restrictions and governmental regulations and orders and the reasonable availability of applicable currencies. Neither party is responsible for any delays caused by any postal or banking system. The parties agree this Agreement and transactions under it constitute commercial activity. To the extent either party has or gains sovereign, diplomatic or other immunity, such party hereby irrevocably waives such immunity.

L. Rights; Delays. All rights and remedies of the parties are cumulative and not alternative and do not exclude any rights under law or in equity. A failure or delay by either party to enforce at any time any of its rights shall not be construed as a waiver thereof.

M. Saving Clause. If any provision of this Agreement is adjudicated invalid, illegal or unenforceable ("Challenged Provision"), such adjudication shall not affect the validity, legality or enforceability of any other provision. This Agreement shall then be construed as though such Challenged Provision will be replaced by a mutually acceptable valid provision which comes closest to the intentions of the parties underlying the Challenged Provision.

N. Survival. Each party's rights and obligations under this Agreement with respect to a Charge or Credit will apply whether such Charge or Credit is processed by us before or after termination of this Agreement. Our rights to Full Recourse and each party's rights and obligations under Sections C, E, I and J above shall survive termination of this Agreement.

O. Captions. The captions and headings of the sections and subsections herein are for reference convenience only and shall not be deemed to define or modify the provisions of this Agreement.

P. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.'

Q. Effective Date. The effective date of this Agreement is 9/4, 1998.

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**SPIRIT AIRLINES, INCORPORATED**  
("you")

Spirit Airlines, Inc.  
Full Corporate Name (if different) (print or type)

By: /s/ John R. Severson  
(signature)

Title Vice President & CFO  
(print or type)

**AMERICAN EXPRESS TRAVEL RELATED SERVICES  
COMPANY, INC. ("we")**

By: /s/ David C. Horn  
(signature)

Name David C. Horn  
(print or type)

Title Pres. ESG  
(print or type)

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**SCHEDULE I**  
**DISCOUNT, SPEED AND MODE OF PAY**

1. Discount Table. We will pay you for Charges in accordance with the following table. Based on your preceding calendar year's Net Annual Worldwide Volume of Charges, we will review and make any necessary adjustments to your Discount effective as of April 1<sup>st</sup> of each year, beginning with the April 1<sup>st</sup> that follows the first full calendar year that this Agreement is in effect (in some countries we may use a different month). If your volume is above [\*\*\*], a Discount reduction will apply if you use Electronic Authorization.

Discount Table\*

[\*\*\*]

2. Speed of Pay. In countries where available you may choose from the following Speed of Pay plans (each excludes American Express non-business days).

[\*\*\*]

3. Mode of Pay. We will pay you electronically or, where we do not offer this service, by check. In some countries you may have to complete our local electronic pay agreement which may include fees, if any, associated with electronic pay locally. Currency and place of payment is as described in Schedule II, Section 6.

4. Alternate Terms. In addition to and withholding limiting other rights we have under this Agreement, we reserve the right to apply, with advance notice to you, a different Discount, Speed of Pay, or mode of pay for Charges in countries covered in the second footnote of Appendix A to Schedule II and for Related Services and Coupon Books. For Coupon Book Charges we also maintain a reserve from payments due you to protect against any possible non-delivery of the goods or services in question.

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## SCHEDULE II

### OPERATIONAL AND OTHER PROCEDURES

#### 1. GENERAL

You agree to follow these and such other procedures relating to the Card Service as we may notify you of from time to time. In certain countries additional or different procedures may apply of which we will advise you.

#### 2. PROCEDURES FOR CARD ACCEPTANCE

A. In-Person Charges. When the Cardmember is physically present, you will accept Cards on the condition that:

- the Card is being used within the valid dates embossed on the face of the Card
- the Card is not visibly altered or mutilated
- the Card bears the signature in the name of the person whose name is embossed on its face
- you have not been notified by us of the cancellation or other invalidity of the Card
- Authorization for the Charge has been received
- the Charge Record is created as described in Section 3 below and is signed by the Cardmember with what appears, after reasonable inspection, to be the same signature as that written on the space for signature on the Card.

B. Other Charts. For all other Charges the following conditions will apply:

- the Charge Record is created as required in Section 3 below and specifies if the Charge was made by mail, telephone, or automatic ticketing machine

- Authorization for the Charge is obtained.

C. Extended Payment. Certain of our Cardmembers who have an Extended Payment arrangement with us may request to use when making a purchase for Air Transport (Related Services it may not be purchased with Extended Payment). You will have no liability if, without your knowledge, a Cardmember incorrectly identifies himself as having Extended Payment with us. You should not ask a Cardmember if he wishes to elect Extended Payment, but if he indicates he does, record the Cardmember's election by an entry on the Charge Record and on the Transmission, if you submit electronically.

D. Future Technology. If in the future you use any ticketing or sales method not described in this Agreement, you agree to notify us in advance of implementation so that we can assess its feasibility for Card acceptance and determine what changes to our terms, conditions and procedures, if any, are needed.

### 3. CREATING CHARGE RECORDS

A. Type of Charge Records. Whether or not you submit Charges to us electronically, you must create a record of each Charge using one of the following options ("Charge Records"):

- our standard Record of Charge form
- the current Standard Credit Card Charge form approved by the Air Traffic Conference of America, ARC, or the International Air Transport Association
- any other record format we approve in advance

B. Creating Charge Records. The Charge Record must clearly state:

- Cardmember's name and passenger name (if not the Cardmember)
- Card account number and Card validity dates
- the date and the amount of the Charge approved by the Cardmember including any applicable taxes and fees
- the Authorization number, except as provided in Section 4.B below
- the ticket number and the origin and destination of each flight and class code or, if not a ticket, a description of the goods or services being purchased
- Carrier's and, if an Agent is involved, Agent's name and the location where Charge is being made
- Cardmember's signature (if an in-person Charge)
- If applicable, the election by Cardmember of Extended Payment
- such other information reasonably required by us, which may vary by country.

C. Currency of Charges. Unless we agree otherwise in writing, Charges may be made only in the currency of the country in which the sale is made and may be submitted to us only in such currency. In Appendix A to this Schedule II are the currencies in which Charges may be made and submitted. We will notify you of any changes to this list. If you begin permitting your customers to make purchases in a currency not listed in Appendix A with any other charge or credit card or payment vehicle, you agree to notify us. If we agree, you will begin accepting Charges in such currency after you and we have added the currency to Appendix A and indicated agreement by initialing it.

D. Copy to Cardmember. You must give a copy of the Charge Record to the Cardmember at the time of the Charge or send it promptly to the Cardmember if not an in-person Charge.

#### 4. OBTAINING AUTHORIZATION

A. Authorization. You must obtain Authorization using the procedures described below for every Charge, regardless of amount (except as provided in B below). All Authorization requests must meet the Authorization Minimum Data Standards provided by us. If we provide Authorization, we will give you a number which you must indicate on the Charge Record and on the Transmission, if you submit electronically. "Authorization" simply means you have contacted us and we consent to your proceeding to the next step of the transaction, subject to your complying with all other terms of this Agreement. It is not a guarantee of payment or that the person making the Charge is the right Cardmember, and it does not cure any failure by you to comply with any part of this Agreement or impair any right to Full Recourse we may have with respect to that Charge.

B. Electronic Authorization. Where we make it available, you must obtain Authorization electronically for every Charge using a direct or indirect authorization link between (1) your computer system or other authorization terminal or electronic point of sale device and (2) our credit authorization system. *The only exception is if there is a technical access malfunction, in which case you must obtain telephone Authorization as described below for any Charge over [\*\*\*] (or equivalent).*

C. Telephone Authorization. Where we do not offer electronic Authorization, or during technical malfunction as described above, or where we agree otherwise in advance in writing, you must obtain Authorization for every Charge, regardless of amount, by telephoning the respective authorization center we designate around the world. Except where we have toll-free or "free" phone numbers, or calls are required due to a "please call" response, or "code 10" stolen card message, all such communications are at your expense, provided however, that in the United States we will charge you a fee of [\*\*\*] (subject to change at Amex's discretion) for each Authorization request by telephone, and may notify you of a similar charge which you will pay in other areas of the world.

D. In-Flight Charges. Until we offer satellite or other in-flight Authorization capability, you do not need prior Authorization for in-flight Charges permitted under this Agreement. However, within 24 hours after termination of a flight on which Charges have been made, you must get Authorization as described above for each such Charge.

E. Private Charter Charges. For Charges for private charters (where all or most of the charter is being paid with the Card) you must obtain Authorization at the time the request to pay with the Card is made and, if more than 30 days pass between such time and the time of the flight, again on the day of the flight.

#### 5. SUBMITTING CHARGES

A. Charges Must Be Submitted. Charges must be submitted to us (in the country where the Charges were made) and you will not invoice any Cardmember directly for any purchase made with the Card. If you receive payment from a Cardmember for a purchase made with the Card, you agree to promptly endorse and forward such payment to us. Charges from members of your Carrier Affiliate Group may be submitted to us by you or directly by such members.

B. Use of Establishment Numbers. We will assign you unique service establishment numbers which you, members of your Carrier Affiliate Group, and Agents must use as instructed by us for submission of Charges and Credits.

C. Frequency. A Charge must be submitted to us no later than 30 days after the Charge was made, provided that *Charges for private charters (i.e. where the Card is being used to pay for all or most of the charter) may not be submitted until the service has been fully completed (e.g. if the Charge covers a round trip, the Charge must be submitted immediately after completion of the return flight and not before).*

D. Electronic Submission. Where we make it available, you must submit Charge and Credit Data electronically ("Transmission"). Agents in the U.S. will submit via Transmission through ARC or its successor, and Agents outside the U.S. will do the same through the appropriate APC. Transmissions must:

- comply with the local American Express Format, as amended from time to time, which we will provide you
- include all information identified as "required" in such format and, if available, all information identified as "optional". The Transmission must include any other additional information that is or may be required by applicable law or that may be mutually agreed upon
- be sent to us at such location as we designate

Note: If a Transmission is received by us on one of our non-business days or after our close of business on one of our business days, the Transmission will be deemed received on our next business day.

E. Tape and Paper Submissions. Where we do not offer electronic submission, or where we agree otherwise in advance in writing, you may submit Charges and Credits to us using magnetic tapes or on paper. Magnetic tapes must conform to the requirements of Transmissions set out in Paragraph D above. Paper submissions must be batched as described in Section F below and sent to such address as we notify you, along with a Summary Form (provided by us), as often as possible, but at least weekly. In case of sales by Agents, paper submissions must be sent to such address as you instruct them or to the appropriate central processing facility (ARC in the U.S. or an APC outside the U.S.).

F. Sorting and Batching of Paper Charges. Charges submitted on paper must be sorted, batched, summarized and submitted separately to us as follows:

- Charges incurred in each currency listed in Appendix A to this Schedule II.
- Charges incurred in any other currency (we are not obliged to accept such Charges but to the extent we do it is fully at our discretion and will not create any obligation to accept such Charges in the future)
- all Charges on Extended Payment
- all Charges for Related Services
- each batch may contain no more than 150 Charge Records
- each batch must be accompanied by a Summary Form on which must be prominently indicated the gross amount and number of Charges, the currency, Carrier's name, and your assigned service establishment number.

G. Providing Charge/Credit Records for Past Charges. Whether you submit Charges and Credits electronically or on magnetic tape or paper, you (and ARC and each APC) should retain all original Charge and Credit Records, or a copy thereof, for a period of at least 24 months from the date the Charge is made or the Credit is issued. If during this period we request and do not receive the original Charge or Credit Record or a copy within 25 days of your receipt of our request, we will have the right to Full Recourse for the Charge.

H. Third Party Processors. If you wish to use a processor for obtaining Authorizations or submitting Charges and Credits to us, such processor must be authorized by us in advance and, in countries where we require it, enter into local standard agreement for this purpose.

I. Validity of Charges. By submitting a Charge to us you represent and warrant that (1) it is only for a carrier permitted to participate in the Card Service under this Agreement, (2) it is the result of a *bona fide* sale of goods or services to a Cardmember, (3) the amount shown on the Charge Record represents the true value of the goods or

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services approved by such Cardmember, and (4) it is being sent to us free and clear of any liens, pledges, claims and encumbrances. Any breach of this provision constitutes a material breach of this Agreement.

## 6. PAYING YOU FOR CHARGES

a. Mode of Pay. We will pay you electronically or, where we do not offer this service, by check. Where payment is made by check, in selected countries you may be required to collect your check at a designated Amex location.

B. Location and Frequency. We will pay you for Charges in the country in which you submit such Charges at such local bank account or address as you instruct us in writing in accordance with the Speed of Pay applicable to you there.

C. Currency of Payment. We will pay you for Charges in the currency in which the Charges were submitted to us, or at our discretion in U.S. dollars.

D. Currency Conversions. Currency conversions we make will be as of the date we process the item in question or at such other date as we may notify you. Unless required otherwise by law, we will use an exchange rate based on quotes we receive from major financial institutions.

## 7. RECONCILING SUBMISSIONS

If our reconciliation of your submissions

II-4

Identifies an error (e.g. incorrect calculations, inclusion of another company's charge records, etc.) the following procedures will be followed:

- the adjustments will be calculated in the currency in which the Charges were submitted
- if monies are due you, we will add the amount to subsequent payments due to you
- if monies are due to us, we will deduct the amount due from your bank account (if you have an electronic pay arrangement with us) or from payments due to you, or we will invoice you for it; if you request, we will provide you with substantiating documentation

## 8. REFUNDING CARDMEMBERS: CREDIT

A. No Cash Refunds. When a Cardmember is due a refund for a Charge, you will issue a credit promptly to his/her Card account as described below ("Credit") and not give any cash refunds.

B. Creating Credit Records. Whether or not you submit Credits electronically, you must create a record of each Credit using a credit record agreed upon by you and us ("Credit Record"), a copy of which you will give or send to the Cardmember at the time of refund. Credits must be prepared in the currency in which the original Charge was submitted to us.

C. Submitting Credits. A Credit must be submitted to us promptly but no later than 7 days after the Credit is issued. Credits must be sent via Transmission except where we do not offer electronic submission in which case you may send Credits by magnetic tape or paper. Credit Records sent on paper must be batched by currency and submitted with a separate Summary of Credits.

D. Processing of Credits by Us. Upon receipt of a Credit we will deduct an amount equal to such Credit, minus the applicable Discount, from your bank account (if you have an electronic pay arrangement with us) or from payments due to you, or we will invoice you for it.

E. Conversions by You. If we allow you to do currency conversions for any Charge, such consent must be in advance in writing and any Credit issued with regard to such Charge must be done at the same exchange rate used for the Charge.

## 9. DISPUTED CHARGES

A. Responding to Inquiries. If we contact you regarding a claim, complaint or question about any Charge ("Disputed Charge"), you agree to respond to us in writing or electronically within 25 days of your receipt of our request. If by then you have not fully resolved the Disputed Charge or provided us with a written substantive response which enables us to resolve the Disputed Charge or respond to the Cardmember as required by law, we will have the right to Full Recourse for the amount in dispute.

B. Cardmember Rights under Law. If a Cardmember, despite your reply within or after the 25 day period, continue to withhold payment for the Disputed Charge and we believe, in good faith, that the Cardmember has the right under applicable law to withhold such payment, then we will have Full Recourse for the amount in dispute.

C. Disproportionate Disputed Charges. In addition, if we are receiving a disproportionate number of Disputed Charges or Charges without Authorization due to downtime of your systems, we will have the right to Full Recourse with respect to all such Charges irrespective of the time periods specified above, and we may withhold additional amounts from payments due to you as reserve to protect against future Disputed Charges.

D. Delayed Disputed Charges. As a courtesy to you, and without prejudice to our rights, if a Disputed Charge arises more than 12 months after the Charge was posted to the Cardmember's account, our normal practice is not to send it to you, unless we believe it may involve any fraud or intentional wrongdoing on your part or unless you agree to accept it. We reserve the right to change this practice with respect to you if it results in unacceptable losses or customer dissatisfaction. For the avoidance of doubt, the above deadline will not apply where efforts to investigate or otherwise find a solution to a Disputed Charge began prior to such 12 month period.

## 10. CHARGEBACKS

A. Currency. When we exercise the right to Full Recourse (see Section 6 of main part of this Agreement), the amount charged back to you will be calculated in the currency in which the Charge was submitted.

B. Cardmember Collections. If you decide to pursue collection from a Cardmember of any Charge for which we exercised Full Recourse, you agree to do so only if permitted by applicable law and only if the Cardmember has authorized the Charge. If you request, we will provide you such reasonable information or documentation relevant to the Disputed Charge as permitted by our company policies and applicable law.

II-5

## 11. ASSISTANCE RECOVERING CARDS

If we request your help recovering or destroying an invalid Card, you agree to do so using reasonable and appropriate steps consistent with our instructions. You may be eligible for a reward if we offer one in the country in question.

II-6

**APPENDIX A TO SCHEDULE II**

### **CURRENCIES IN WHICH CHARGES MAY BE MADE AND SUBMITTED\***

Current List	Additional by Mutual Agreement (must be initialed by both parties)			
	Currency	Date	Carrier Initials	Amex Initials
Argentine Pesos*				
Austrian Schillings				
Australian Dollars				
Belgian Francs				
Brazilian Reais**				
British Pounds Sterling				
Canadian Dollars				
Cyprus Pounds				
Danish Kroner				
Dutch Guilders				
Finnish Markka				
French Francs				
German Marks				
Greek Drachmas				
Hong Kong Dollars				
Indian Rupees				
Indonesian Rupiah				
Irish Punts				
Italian Lira				
Japanese Yen				
Korean Won				
Macau Patacas				
Malaysian Ringgit				
Maltese Pounds				
Mexican Pesos**				
New Taiwan Dollars				
New Zealand Dollars				
Norwegian Kroner				
Philippine Pesos				
Portuguese Escudos				
Singapore Dollars				
South African Rand				
Spanish Pesetas				

Swedish Kroner

Swiss Francs

Thai Baht

U.S. Dollars

Venezuelan Bolivars\*\*

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- \* Payment for these Charges will be made in the currency submitted or, as provided in Section 6.C of this Schedule II, in U.S. dollars.
- \*\* A Discount table, Speed of Pay and a mode of pay plans different from those set forth in Schedule I may apply in certain countries at certain times. Currently there are Argentina, Brazil, Mexico, and Venezuela but we reserve the right to modify this list. In addition, we reserve the right, with notice to you, to increase the Discount, lengthen the Speed of Pay, or cease electronic pay in any country where we determine there is unusual inflationary, political, foreign exchange or other risks beyond our control. If you do not agree with the changes we made for a given country, and if you and we are unable to reach agreement with respect to it within 30 days, either party will have the option to discontinue Card acceptance in that country on written notice to the other party of an additional 30 days (except that you may not so discontinue if the changes we offer to our terms are comparable or more favorable to the terms, or changes thereto, offered by other issuers of credit or charge cards you do business with in that country). If you wish to resume Card acceptance in a country so discontinued, we will review your request and if we agree, we will apply a Discount, Speed of Pay, and mode of pay plan we deem appropriate for such country.

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AMENDMENT TO AGREEMENT  
GOVERNING ACCEPTANCE OF THE  
AMERICAN EXPRESS CARD BY AIRLINES

This amendment, effective as of January 1, 2003 ("Effective Date"), amends the agreement (including an addenda, amendments or supplements thereto relating to marketing or advertising funds/programs), between American Express Travel Related Services Company, Inc. ("Amex," "we," "us," and "our") and Spirit Airlines, Inc. ("Carrier," "you" and "yours") governing Carrier's acceptance of American Express Cards ("Agreement"). All terms used herein shall have the same meaning as in the Agreement.

1. Section 9A of the Terms and Conditions of the Agreement is deleted in its entirety and replaced with the following:

A. [\*\*\*]

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2. Sections 9A and 9 B of the Operational and Other procedures of he Agreement are deleted in their entirety and replaced with the following:

A. Responding to Inquiries. We will have the right to Full Recourse for a Disputed Charge without first contacting you if we determine that we have sufficient information to resolve the Disputed Charge in favor of the Cardmember. There may be circumstances under which we contact you prior to exercising our right to Full Recourse for a Disputed Charge.

If you wish to demonstrate that a Disputed Charge should not have been, or (if we have not already exercised our right to Full Recourse and instead contacted you) should not be, resolved in favor of the Cardmember, you must provide us with a written response which includes such information as we require. Your written response must be received by us within 25 days of our notice to you of Full Recourse or (2) if we have not already exercised our right to Full Recourse, our contact regarding the Disputed Charge. If you do not respond to our notification or contact or do not provide the required information within such 25 day timeframe, our original exercise of Full Recourse will remain in effect, or, if we have not already exercised our right to Full Recourse, we shall have the right to exercise our right to Full Recourse for failure to meet such timeframe. If you respond within the 25 day timeframe, we will make a FINAL determination, based on the information you provide, and the information provided by the Cardmember, whether the Disputed Charge should have been, or should be, resolved in favor of the Cardmember. If we determine that the Disputed Charge should have been, or should be, resolved in favor of the Cardmember, our original exercise of Full Recourse rights will remain in effect or we shall have the right to exercise those rights. If we previously exercised our right to Full Recourse and resolve the Disputed Charge in your favor, we shall re-credit you for the amount we previously deducted or invoiced pursuant to the exercise of our right to Full Recourse.

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In any case where we exercise our right to Full Recourse, we shall do so by deducting the amount of the Disputed Charge from payments to you or, if we are unable to do so, by invoicing you for such amount, which invoice you will pay in full upon receipt of our invoice.

3. Sections 9 C and 9 D of the Operational and Other Procedures of Agreement shall become Sections 9 B and 9 C, respectively.
4. Effective December 31, 2002, any addendum, supplement, amendment or other instrument relating to marketing or advertising funds/programs [or alternative cash options] shall terminate. For calendar year 2003, Amex will instead make a cash payment to you, no later than August 1, 2003 in an amount equaling [\*\*\*] of your 2002 Net Annual Worldwide Volume of Charges. Should the Agreement terminate for any reason before the end of 2003, you shall immediately reimburse us for the pro rata portion of such cash payment representing the duration of 2003 after such termination, calculated as follows:

[\*\*\*]

Amex shall have no marketing or advertising fund/program obligation, or cash payment obligation after calendar year 2003.

5. The following provision is added to the Agreement:

**Limitation of Liability.** In no event will either party hereto be responsible for any incidental, indirect, consequential, special, punitive or exemplary damages of any kind arising from this Agreement, including without limitation, lost revenues, loss of profits or loss of business. This Section shall not apply to damages arising from a non-affiliated third party claim for which a party is liable as a result of such party's obligation to indemnify the other party hereunder.

AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

By:	/s/ Kelly Fisher
Name:	Kelly Fisher
Title:	Director, Account Development
Date:	10/31/02

II-10

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AMENDMENT TO TERMS AND CONDITIONS  
FOR WORLDWIDE ACCEPTANCE OF THE  
AMERICAN EXPRESS CARD BY AIRLINES

This Amendment amends and supplements the agreement, as amended from time to time, between Spirit Airlines, Incorporated ("Carrier") and American Express Travel Related Services Company, Inc. ("Amex") dated September 4, 1998, governing Carrier's acceptance of the American Express Cards ("Agreement").

Section 8.A. of the Terms and Conditions is deleted and replaced with the following:

"A. This Agreement shall continue through and including December 31, 2008 unless terminated early in accordance with a provision hereof, including but not limited to Section 8.B. below. After December 31, 2008, this Agreement will continue for successive one (1) year periods (each a "Renewal Term") unless cancelled by either party upon written notice to the other at least ninety (90) days prior to December 31, 2008 or any Renewal Term."

Except as provided above, all term and conditions of the Agreement shall remain in full force and effect.

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AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

By: /s/ John Hopkinson  
Title: Director, Account Development  
Date: Aug. 28, 2003

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

### **MIRAMAR PARK OF COMMERCE BUSINESS LEASE**

THIS LEASE, entered into this day of , 1999, between Sunbeam Development Corporation, hereinafter called the Lessor, party of the first part, and Spirit Airlines, Inc. of the State of Michigan hereinafter called the Lessee or tenant, party of the second part:

WITNESSETH, That the said Lessor does this day Lease unto said Lessee, and said Lessee does hereby hire and take as tenant approximately 56,194 square feet of space (the "Premises") located in that certain building having a street address of 2800-2888 Executive Way, Miramar, Broward County, Florida 33025 as shown on Exhibit "A" attached hereto and identified as Building B (the "Building"), and which is a portion of a 3-building complex (the "Complex") as identified on Exhibit "A". The Premises shall be used and occupied by the Lessee for the use described in Paragraph 38 and for no other purposes or uses whatsoever without the express written consent of Lessor, said consent not to be unreasonably withheld or delayed. Subject to Substantial Completion of Lessor's Improvements and the adjustments described in Paragraph 36, the term of this Lease shall be fifteen (15) years and one (1) month beginning the 23rd day of November, 1999, and ending the 31<sup>st</sup> day of December, 2014 and Rent ("Rent") shall be payable as follows:

[\*\*\*]

Such payments are In addition to all other payments to be made under this Lease by Lessee, including but not limited to those described in Paragraph 28.

Lessee hereby deposits [\*\*\*] with Lessor for the following:

January 1-31, 2000 Rent:

[\*\*\*]

Lessee's Proportionate Share of January 1-31, 2000 Estimated Expenses (per Paragraph 28):

[\*\*\*]

Sales Tax:

[\*\*\*]

Security Deposit:

[\*\*\*]

Partial Payment toward Lessee's Contribution (per Paragraph 37(e))

[\*\*\*]

Total

[\*\*\*]

In the event the term of this Lease begins or ends on other than the first or last day of a month, rent for such month(s) shall be prorated on a per diem basis. In the event that any monthly rental payment due hereunder is not received by Lessor by the seventh (7th) business day of any month, said payment shall bear a late charge of [\*\*\*] of the monthly payment which shall be then due and payable.

All payments to be made to the Lessor on the first day of each and every month in advance without demand at the office of Sunbeam Development Corporation, 1401 79th St. Causeway in the City of Miami, Florida 33141 or at such other place and to such other person, as the Lessor may from the time to time designate in writing.

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Lessor and Lessee hereby agree to the following expressed stipulations and conditions which are made a part of the Lease:

**FIRST:** (a) The Lessee shall not assign this Lease, nor sub-let the Premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated or stated in Paragraph 38 below, nor make any alterations therein, and all additions thereto, without the written consent of the Lessor, said consent not to be unreasonably withheld or delayed. Notwithstanding anything to the contrary contained hereinabove, Lessor's consent shall not be required for any assignment or sublease to a wholly-owned subsidiary of Lessee; additionally, Lessor's consent shall not be required for interior, non-structural alterations to the Premises costing less than [\*\*\*] in each instance. However, Lessor shall be provided with a copy of the plans and specifications for all alterations to be done by Lessee prior to such alterations being started. All additions, fixtures, or improvements which may be made by Lessee, except movable office furniture, trade fixtures and equipment shall become the property of the Lessor and remain upon the Premises as a part thereof, and be surrendered with the Premises at the termination of this Lease. Lessee may remove any of its movable office furniture, trade fixtures and equipment upon the termination of this Lease provided Lessee repairs any damage to the Premises caused by such removal. Any of such items not removed by Lessee upon the termination of this Lease shall become the property of Lessor as if by bill of sale.

(b) Lessee may retain any profits which may arise from a Lessor-approved sublease or assignment of this Lease. Lessor shall have no recapture rights and shall not share in any profits resulting from an assignment or sublease. Notwithstanding anything to the contrary contained in this Lease, Lessor's consent shall not be required for an assignment of this Lease to a wholly-owned subsidiary of Lessee. Notwithstanding any assignment of this Lease, Lessee shall remain fully responsible for all of its obligations under this Lease.

**SECOND:** Except for the negligence or misconduct of Lessor or its employees, agents or contractors, all personal property placed or moved in the Premises above described shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the Building or of any other person whomsoever.

**THIRD:** (a) That the Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to Lessee's use of the said Premises.

(b) Lessor represents to Lessee that to the best of its knowledge upon Substantial Completion, the Building, the Premises and the Complex, including all parking areas and common areas related thereto, shall be in full compliance with all applicable statutes, ordinances, rules, orders, regulations, and requirements of Federal, State, County, and City Government and of any and all their Departments and Bureaus, including all requirements with respect to Americans With Disability Act and the Florida Accessibility Code and Lessor covenants and agrees that (except for modifications to the Premises and modifications to the exterior of the Building to accommodate Lessee's equipment made necessary due to Lessee's specific use of the Premises after Substantial Completion, which modifications shall be Lessee's sole responsibility to effect at its sole cost and expense) Lessor shall maintain the Building, the Premises and all Parking Areas and Common Areas relating thereto in compliance with all applicable laws and regulations throughout the Term of this Lease, and any renewal thereof.

**FOURTH:** (a) In the event (i) the Premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease or (ii) the Premises shall be materially adversely affected by any repairs, additions or alterations required to be performed by Lessor under the terms of this Lease, whereby the Premises shall be consequently rendered either partially or completely untenable, then within thirty (30) days of the untenability, Lessor shall provide written notice to Lessee stating the amount of time reasonably estimated by Lessor to complete the restoration of the Premises to the condition that existed immediately prior to the untenability.

(b) In the event Lessor's notice states that the restoration cannot be completed within 180 days from the date of the untenability, Lessee shall have the option to cancel this Lease by providing written notice to Lessor within ten (10) days of receipt of Lessor's notice.

(c) In the event that in Lessor's reasonable opinion the restoration can be completed within one-hundred and eighty (180) days from the date of the untenability or Lessee does not terminate this Lease as described above, Lessor shall be obligated to complete the restoration.

(d) If the Premises are not rendered tenantable within Lessor's estimated timeframe, Lessee may cancel this Lease upon written notice to Lessor. In the event of such cancellation, all Rent and Additional Rent, including Lessee's Proportionate Share of Expenses shall be paid only to the date of the casualty.

(e) All Rent and Additional Rent, including Lessee's Proportionate Share of Expenses shall be abated In proportion to the square footage of the Premises rendered untenable from the date of the untenantability until the date that the Premises are rendered tenable by Lessor. Notwithstanding the foregoing, in the event fifty percent (50%) or more of the Premises Is rendered untenantable, Lessee at its option, may treat the entire Premises as untenantable, move out completely and have a complete abatement of Rent and Additional Rent; or if Lessee continues to occupy any portion of the Premises, Lessee shall pay only its Rent and Additional Rent, including Lessee's Proportionate Share of Expenses, in proportion to the portion of the Premises that Lessee actually uses from the date of the untenantability until the date that the entire Premises are rendered tenantable by Lessor.

(f) Any restoration to be performed by Lessor as described above shall be started and completed as quickly as reasonably possible.

**FIFTH:** (a) The prompt payment of the Rent and Additional Rent for said Premises upon the dates named, and the faithful observance of the rules and regulations printed upon this Lease, and which are hereby made a part of this covenant, are the conditions upon which this Lease is made and accepted and any failure on the part of the Lessee to comply with the terms of said Lease, or any of said rules, shall at the option of the Lessor, be deemed a default of this Lease.

(b) Notwithstanding anything to the contrary contained hereinabove, Lessee shall not be deemed to be in default of this Lease for nonpayment of Rent or any Additional Rent due under the terms of the Lease unless same remains unpaid for seven (7) business days after written notice from Lessor.

(c) Lessee shall not be deemed in default under the Lease for failure to comply with any covenants, conditions or other provisions of the Lease, other than payment of money, unless such condition is not cured within thirty (30) days after written notice, or such longer period of time if the default by its nature cannot be cured within such thirty (30) day period and provided Lessee has commenced the curative action within such thirty (30) day period and it is diligently pursuing the cure until completion.

**SIXTH:** (a) If the Lessee shall default under this Lease and such default is not cured within the applicable grace period, the Lessor may, at his option, forthwith cancel this Lease or he may enter said Premises as the agent of the Lessee, by force or otherwise (all in accordance with local law), and relet the Premises as the agent of the Lessee, at such price and upon such terms and for such duration of time as the Lessor may determine and which are commercially reasonable and receive the rent therefor, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by Lessor over and above the expenses to Lessor in such re-letting, the said Lessee shall pay any deficiency, and if more than the full rental is realized Lessor will pay over to said Lessee the excess of demand.

(b) Provided all other terms and conditions of this Lease including but not limited to the maintenance of the Premises and payment of Rent and Lessee's Proportionate Share of Expenses are being satisfied by Lessee in a timely fashion, Lessee's vacating the Premises shall not be considered a default of this Lease.

**SEVENTH:** If Lessor and Lessee litigate any provision of this Lease, or the subject matter of this Lease, the unsuccessful litigant will pay to the successful litigant all costs and expenses, including reasonable attorneys' fees and court costs, incurred by the successful litigant at trial and on any appeal. If, without fault, either Lessor or Lessee is made a party to any litigation instituted by or against the other, the other will indemnify the faultless one against all loss, liability, and expense, including reasonable attorneys' fees and court costs, incurred by it in connection with such litigation.

**EIGHTH:** It shall be considered a default of this Lease in the event a lien is placed against the Building or Premises as the result of the work performed by Lessee or Lessee's contractors, subcontractors or agents and such lien is not released or bonded within thirty (30) days of Lessee receiving notice of such lien. Lessee should not have any obligation with respect to any liens filed for the performance or work done by Lessor.

**NINTH:** Lessor hereby waives its statutory landlord's lien rights on any furniture, goods, fixtures or chattel Lessee may bring into the Premises. Notwithstanding the foregoing, any of such property remaining on the Premises after the termination or expiration of this Lease shall be deemed abandoned by Lessee and become the property of Lessor at Lessor's election, as if by bill of sale, subject to any existing leases or financing.

**TENTH:** <INTENTIONALLY DELETED>

**ELEVENTH:** The Lessor, or any of its agents, shall have the right to enter said Premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said Building, or to exhibit said Premises at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the Building. Lessor shall give Lessee reasonable advance notice of its intent to enter and inspect the Premises except in the case of an emergency and Lessor shall utilize its good faith efforts to minimize interference with the conduct of Lessee's business on the Premises. Lessor shall not enter any FAA restricted areas of the Premises, except as allowed in accordance with FAA regulations.

**TWELFTH:** (a) Subject to Substantial Completion of Lessor's Improvements and the punch list described in Paragraph 36, Lessee hereby accepts the Premises in the condition they are in at the beginning of this Lease. Lessee agrees to maintain said Premises in the same condition, order and repair as they are at the commencement of said term, excepting only alterations or additions to the Premises made by Lessee in accordance with the terms of this Lease, reasonable wear and tear arising from the use thereof under this Lease and damage caused by a casualty.

(b) Lessee's obligation to maintain and repair the Premises shall exclude (i) any damage or repairs resulting from the negligence or intentional misconduct of Lessor or any person or persons being employed or under the control of the Lessor, and (ii) items of maintenance of Premises and the Building which are the obligation of the Lessor pursuant to the terms of this Lease.

(c) Lessor shall maintain the structure and glass curtain walls (excluding the doors) of the Building. Expenses related thereto (other than cleaning) shall not be included in Lessee's Proportionate Share of Expenses as described in Paragraph 25 and 28. Lessee shall be responsible for maintaining all exterior doors serving the Premises.

(d) Lessor shall maintain the fire sprinkler system, strobe lights and exit signs serving the Premises. Expenses related thereto shall not be included in Lessee's Proportionate Share of Expenses as described in Paragraph 25 and 28. Maintenance, servicing and/or replacement of the associated battery back-ups and fire extinguishers shall be Lessee's responsibility.

(e) Lessor shall maintain the plumbing distribution system (excluding all plumbing fixtures) serving the Premises. Expenses related thereto (other than cleaning) shall not be included in Lessee's Proportionate Share of Expenses as described in Paragraph 25 and 28. Lessee shall be responsible for maintaining the plumbing fixtures and for repairing any backups or damage due to Lessee's misuse of the plumbing system.

(f) Lessor shall maintain the electrical distribution system serving the Premises. Expenses related thereto shall not be included in Lessee's Proportionate Share of Expenses as described in Paragraph 25 and 28. Any damage to the electrical equipment or distribution system caused by Lessee's misuse or overloading shall be Lessee's responsibility to repair. Additionally, Lessee shall be solely responsible for maintaining any generator(s) serving or backing up the electrical supply to the Premises installed as part of Lessor's Improvement or installed by Lessee.

(g) Lessee is solely responsible for all janitorial and cleaning services within the Premises and any other maintenance which is not Lessor's responsibility pursuant to Paragraphs 23(a) and 12. In addition, unless Landlord performs the respective alterations, additions or modifications to the Premises, Lessor's maintenance obligations shall exclude the maintenance or repair of any areas or systems which are the obligation of Lessor to maintain if the required maintenance or repair is the result of any alterations, additions or modifications made by Lessee or Lessee's agents or contractors. If Landlord is requested (and agrees) to make any alterations, additions or modifications to the Premises, Lessor shall obtain competitive bids for the work from at least three contractors.

**THIRTEENTH:** (a) Except for the negligence or intentional misconduct of Lessor or any person or persons in the employ or under the control of the Lessor, it is expressly agreed and understood by and between the parties to this Lease, that the Lessor shall not be liable for any damage or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said Building.

(b) Except for Lessor's negligence or intentional acts and except as may be specifically provided elsewhere in this Lease, Lessor shall not be liable for any damage or injury to any person or property whether it be to the person or property of the Lessee, its employees, agents, invitees, licensees or guests by reason of Lessee's occupancy of the Premises or because of fire, flood, windstorm, water, acts of God or third parties or for any other reason beyond the control of Lessor.

**FOURTEENTH:** If the Lessee shall become insolvent or if bankruptcy proceedings shall be begun by or against the Lessee, before the end of said term, Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without effecting Lessor's rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described Premises by virtue of this Lease.

**FIFTEENTH:** <INTENTIONALLY DELETED>

**SIXTEENTH:** This Lease shall bind the Lessee and Lessor and their respective assigns, successors, heirs, administrators, legal representatives and executors.

**SEVENTEENTH:** It is understood and agreed between the parties hereto that time is of the essence of this Lease and this applies to all terms and conditions contained herein.

**EIGHTEENTH:** All notices shall be deemed to have been duly given upon receipt of written notice via certified mail, return receipt requested on the date of delivery or the date delivery is refused. Notices to Lessee shall be sent to the Premises with a copy to:

Spirit Airlines, Inc.  
1400 Lee Wagner Boulevard  
Ft. Lauderdale, FL 33315

With a copy to: Bill Bloom  
Holland & Knight LLP  
701 Brickell Avenue  
Suite #3000  
Miami, Florida 33131

Notices to Lessor shall be sent to the office of Lessor as defined in Witnesseth Paragraph of this Lease.

**NINETEENTH:** The rights of the Lessor under the foregoing shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

**TWENTIETH:** It is further understood and agreed between the parties hereto that any charges against the Lessee by the Lessor for services or for work done on the Premises by order of the Lessee or otherwise accruing under this Lease shall be considered as rent due and shall be included in any lien for rent due and unpaid.

**TWENTY-FIRST:** Signage. (a) It is hereby understood and agreed that any signs or advertising to be used, including awnings, in connection with the Premises leased hereunder shall be first submitted to the Lessor for approval before installation of same, said approval not to be unreasonably withheld or delayed.

(b) Lessee may install an eighteen inch (18") high by four-foot (4') wide sign on the glass panel over its front door. Said sign shall be white vinyl and surface-applied and shall be subject to Lessor's reasonable approval, said approval not to be unreasonably withheld or delayed. The defined copy area is attached as Exhibit "D-1".

(c) Lessee shall also be given the opportunity to have shared signage on a monument sign to be installed by Lessor in front of the Building. Lessee's portion of the sign shall be installed by Lessor. The copy and graphics shall be In Lessee's corporate colors. A conceptual example of such signage is attached as Exhibit "D-2". Lessee shall reimburse Lessor \$1,800.00 for such signage.

**TWENTY-SECOND:** (a) All personal property placed or moved in the Premises shall be at the risk of Lessee or the owner thereof, and Lessor shall not be liable to Lessee for damages to same unless caused by or due to the negligence or intentional misconduct of Lessor, Lessor's agents or employees. Lessee agrees to obtain liability insurance containing a single limit of not less than \$500,000.00 for both property (including but not limited to fire hazard) and bodily injury, at its own cost. Lessee consents to provide Lessor with a Certificate of Insurance, as above described, naming Lessor as additional insured and favoring the Lessor with a thirty (30) day notice of cancellation.

(b) Lessor agrees to maintain at all times during the Term of the Lease (a) all risk insurance in the amount not less than the actual replacement cost of the three (3) buildings located within the Complex (exclusive of all foundations and excavations) as calculated annually in accordance with applicable insurance policies, and (b) personal public liability and property damage occurring in, on or about the Building and the Complex in such amounts as are customary for properties comparable to the Building and the Complex. Lessee shall be named as an additional insured in the liability policy.

(c) Waiver of Subrogation. To the extent of any insurance, Lessor and Lessee hereby release the other for and from all liability for loss or damage to the Premises, Lessee's property and to any and all property of any kind owned by or in the custody, care, or control of either Lessor or Lessee caused by and of the perils or risks which can be Insured by Lessor or Lessee under a fire and extended coverage insurance policy and endorsements, notwithstanding the fact that such loss or damage is caused or contributed to by any act or omission of Lessor, Lessee, their agents, servants, employees, or visitors, and whether or not such property of Lessor and Lessee shall be actually insured, provided that either party shall continue to be liable for any loss occasioned by Lessee's failure to obtain insurance.

**TWENTY-THIRD:** (a) Air Conditioning. Except as described below, Lessee shall maintain all heating and air conditioning systems and equipment serving the Premises at its sole cost and expenses and Lessee shall, at its own cost and expense, enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor reasonably approved by Lessor, for servicing all heating and air conditioning systems and equipment serving the Premises. Such contract must become effective within thirty (30) days of the date Lessee takes possession of the Premises. The replacement of any air conditioning compressors or handlers ("Major Components") which cannot be reasonably repaired during the first ten (10) years following the commencement date of this Lease shall be Lessee's responsibility. After the tenth year, Lessor shall be responsible for replacing any Major Components that cannot be reasonably repaired. The cost of such replacement shall be shared by Lessee and Lessor. Lessee's share shall be the cost of the replacement times the number of years remaining on the term of this Lease divided by the number of lease years which have expired. For example, if a replacement costs [\*\*\*] and occurs during year [\*\*\*] of the Lease and there are then [\*\*\*] years remaining on the Lease, Lessee's share of the cost will be:

[\*\*\*]

Notwithstanding the foregoing, replacements or additional air conditioning required due to alterations made to the Premises and/or the installation of additional equipment by Lessee shall be the sole responsibility of Lessee.

(b) Storm Shutters. Lessor shall supply Lessee with access to storm shutters and associated hardware ("Shutters") that comply with applicable codes. Lessee, at its option, may install the shutters upon issuance of a "Hurricane Watch". In the event Lessee installs the shutters, Lessee shall remove the shutters from the Building and return said shutters to the storage area designated by Lessor within five (5) business days after the Hurricane Watch is lifted. If Lessee elects to install the shutters, Lessee shall perform the work described above and shall repair any damage to the Building and/or shutters caused while performing such work at its sole cost and expense. Neither Lessor or Lessee shall have any obligation under this Lease to install or remove the shutters or to return same to the storage area, unless Lessor or Lessee is required to do so by code or in the event Lessee elects to install the shutters, in which cases all such work shall be Lessee's sole responsibility.

**TWENTY-FOURTH:** Lessee represents and warrants to Lessor that the only broker that Lessee has dealt with in connection with the Premises has been Cushman & Wakefield of Florida, Inc. Lessor shall pay any brokerage due or commission fee or other sum which may now or in the future may be due and payable with regard to this Lease for the Premises pursuant to separate agreements between Lessor and Cushman & Wakefield of Florida, Inc. and Lessee and Cushman & Wakefield of Florida, Inc. Lessor and Lessee agree to indemnify and hold each other harmless from any other claims arising by, through or under them.

**TWENTY-FIFTH:** (a) <Intentionally deleted>

(b) Lessor shall provide water and sewer service to the Complex and Premises, maintain the roofs, landscaping, irrigation system, the exteriors of the buildings within the Complex, the portions of the electrical, plumbing and fire sprinkler systems located outside of the buildings, the adjacent lake banks, lighting, loading areas, parking areas, sidewalks and driveways, and to keep the common areas reasonably clean of debris and to provide proper supervision and security of such areas as necessary so as to keep the Complex in a condition similar to other first class business parks located in Southwest Broward County, Florida. Lessee agrees to pay in addition to the rent set forth herein, Lessee's Proportionate Share (as such term is defined in Paragraph 28) of such costs (which costs include a management fee of five percent (5%)).

(c) Security. Security at the Miramar Park of Commerce is currently provided at night and 24 hours on weekends by a special detail of the Miramar Police Department. Miramar's Police and fire Departments are currently located approximately one mile from the Park at the intersection of Miramar Parkway and Douglas Avenue. Such security shall be maintained at a level equivalent to or better than other first class business parks located in Southwest Broward County, Florida.

**TWENTY-SIXTH:** Lessor shall pay all taxes, assessments and levies charged or assessed by any governmental authority (hereinafter collectively referred to as Taxes) upon its property in the Complex and Lessee's Premises and land, buildings or premises in or upon which the Lessee's Premises are located, and shall cause all-risk insurance to be maintained thereon in amounts not to exceed the full replacement cost of the improvements constituting the Complex from time to time. Lessee agrees to pay as additional rent, without relief from valuation or appraisement laws, Lessee's Proportionate Share of any such taxes, of any premiums payable in respect of such insurance coverage, and of any premiums payable in respect of public liability insurance and rental insurance maintained by or for the Lessor in respect of the land and the Complex.

**TWENTY-SEVENTH:** Lessee recognizes that the Premises are subject to that certain Declaration of Protective Covenants and Restrictions for Miramar Park of Commerce (the "Declaration"). Under the Declaration, Sunbeam Properties, Inc. currently enforces the Declaration and operates and maintains the Common Area referred to therein. The Lessee agrees to pay on behalf of Lessor, Lessee's Proportionate Share of any and all maintenance or other assessments imposed by Sunbeam Properties, Inc. (or its successor) on the Lessor as owner of the Complex as provided in the Declaration.

**TWENTY-EIGHTH:** (a) [\*\*\*]

(b)[\*\*\*]

(c) <Intentionally deleted>

(d)[\*\*\*]

(e)[\*\*\*]

(f)[\*\*\*] of the Expenses described in Paragraph 25 shall exclude the following:

(i) Repairs or other work occasioned by fire, windstorm or other casualty of any nature or by the exercise of the right of eminent domain. Notwithstanding, uninsured repairs and replacements to landscaping and irrigation required due to fire, windstorm or other casualty shall be included in Tenant's Proportionate Share of Expenses.

(ii) Leasing commissions, attorneys' fees, costs and disbursements and other expenses incurred in connection with (i) leasing negotiations, or (ii) with respect to disputes, settlements, compromises, collection actions or litigation with other tenants, concessionaires, occupants, prospective tenants, or mortgages or with vendors, agents, independent contractors and others, unless such settlements or other expenses relate to work done at the common area of the Complex and is otherwise not an excluded expense pursuant to this Paragraph 28(f).

(iii) Renovating or otherwise improving or decorating, painting or redecorating interior space for tenants, concessionaires and other occupants of the Complex.

(iv) Lessor's costs of electricity and other services and materials furnished to other tenants of the Complex.

(v) Costs incurred by Lessor for construction, alteration, or remodeling of the Building, the Complex, or the Common Area or any costs in accordance with sound accounting principles consistently applied considered to be capital improvements or replacements, unless such capital improvements or replacements are done to lower operating costs, in which event such capital cost shall be amortized over the longest period allowed by Generally Accepted Accounting Principles (GAAP) to the extent of such savings.

(vi) Depreciation or amortization, bad debts, or reserves of any kind, including replacement reserves and reserves for bad debts or lost rent.

(vii) Interest, penalties, principal payments, late fees, default interest, and other costs and expenses with respect to debt or amortization payments on any mortgages on any part of the Building, and/or the Complex, rental under any ground lease or underlying leases, or payments in the nature of a return on or of equity of any kind.

(viii) Costs incurred due to a violation by Lessor or any tenant of the terms and conditions of any lease.

(ix) Fines, penalties and any other costs incurred due to any violation by Lessor or any tenant, of any governmental code, regulation, and/or rule, and/or the terms of a lease.

(x) Fees and costs paid to subsidiaries or affiliates of Lessor for services on or to the Building or the Complex in excess of market rates.

(xi) Lessor's general, corporate overhead, general administrative expenses, travel and entertaining, and administrative expenses not specifically incurred in the operation of the Building or Complex; any compensation paid to clerks, tenants or other persons in commercial concessions operated by Landlord.

(xii) Wages, salaries and other compensation (including employee benefits) of all personnel, to the extent that they are involved in leasing space in the Complex and of all management personnel who are above the grade of general manager, and of their respective staff members to the extent that they are involved in activities other than the management, maintenance, operations and security.

(xiii) Rentals and other related expenses incurred in leasing air-conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature.

(xiv) All items and services for which any occupant or tenant of the Complex directly reimburses Lessor.

(xv) Advertising and promotional expenditures connected with leasing of the Complex.

(xvi) Charitable-type and political contributions of Lessor.

(xvii) Cost and maintenance of paintings, sculptures or other art work leased and/or purchased for display in the Building or on the Complex.

(xviii) Cost of office space occupied by Lessor, its agents, employees or independent contractors for leasing or for other purposes other than property management activities.

(xix) Any other expense which under sound accounting principles consistently applied, would not be considered as reasonable management, security, maintenance or other operating expense.

(xx) Any concessions including but not limited to rent abatement, construction of improvements or other use granted by Lessor in favor of any occupant or tenant of the Complex.

(xxi) Any legal, accounting or other professional fees incurred by Lessor in connection with any mortgage Indebtedness or underlying lease transactions including disputes between any persons holding such mortgage indebtedness or lease(s), refinancing costs, income or corporate taxes, capital gains taxes, inheritance taxes, taxes on rents or gross receipts (other than sales or use taxes), penalties and/or interest on late payments, consulting fees and personnel costs relating to capital expenditures, market study fees and costs, appraisals, structural repairs and replacements and any other fees, costs and expenses which are not applicable to the repair, replacement, maintenance, operation and/or security of the Complex.

(xxii) The cost of any capital repairs, alterations, additions, changes, replacements and other capital cost items required by any law or governmental regulation imposed after the date of this Lease.

(g) Lessee shall have a right to audit Lessor's books and records with respect to Lessee's Proportionate Share of Expenses. If a discrepancy of more than [\*\*\*] is discovered by Lessee, Lessor shall pay to Lessee the reasonable costs for the audit. The discrepancy, if any, shall be paid by Lessee to Lessor (or Lessor to Lessee as appropriate) within thirty days of completion of the audit.

**TWENTY-NINTH:** (a) If the whole or any substantial part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private

purchase in lieu thereof and the taking would prevent or materially interfere with the use of the Premises for the purpose of which they are then being used, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking shall occur.

(b) If part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease is not terminated as provided in the Subparagraph above, this Lease shall not terminate but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances and Lessor shall undertake to restore the Premises to a condition suitable for the Lessee's use, as near to the condition thereof immediately prior to such taking as is a reasonably feasible under all the circumstances.

(c) In the event of any such taking or private purchase in lieu thereof, Lessor and Lessee shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interest in any condemnation proceedings: provided that Lessee shall not be entitled to receive any award for Lessee's loss of its Leasehold interest, the right to such award being hereby assigned by Lessee to Lessor. Lessee shall, however, be entitled to make a claim against the condemning authority for its moving expenses and the unamortized balance of leasehold improvements paid for directly by Lessee.

**THIRTIETH:** Should Lessee hold over and remain in possession of the Premises at the expiration of any term hereby created, Lessee shall, by virtue of this paragraph, become a Lessee by the month at [\*\*\*] the Rent per month of the last monthly installment of Rent above provided to be paid, which said monthly tenancy shall be subject to all the conditions and covenants of this Lease as though the same had been a monthly tenancy instead of a tenancy as provided herein, and Lessee shall give to Lessor at least thirty (30) days' written notice of any intention to remove from the Premises, and shall be entitled to thirty (30) days' notice from Lessor in the event Lessor desires possession of the Premises: provided, however, that said Lessee by the month shall not be entitled to thirty (30) days' notice in the event the said Rent is not paid in advance without demand, the usual thirty (30) days' written notice being hereby expressly waived. Notwithstanding anything to the contrary contained in this Paragraph 30, Lessee has the right to holdover at the holdover rental rate described above for up to six (6) months following the expiration of the then current term.

**THIRTY-FIRST:** <INTENTIONALLY DELETED>

**THIRTY-SECOND:** Lessee shall be entitled to the use of 280 parking spaces on an unassigned, nonreserved basis at no additional cost. In its normal course of business, Lessee will not cause more than said number of parking spaces to be occupied at any one time by its employees or invitees. Lessee acknowledges that some of this parking will be in the rear truckyard of the Premises. Lessor shall identify each parking space as reserved for Lessee if Lessee and Lessor reasonably agree that there is a parking problem that reasonably requires the need for such action. If there continues to a problem after Lessor identifies the parking spaces, Lessor shall take additional reasonable actions to resolve the problem including, without limitations, towing of unauthorized vehicles.

**THIRTY-THIRD:** Lessee, Its successors and assigns shall comply with the Hazardous Materials Standard for the Miramar Park of Commerce attached hereto as Exhibit "B". Lessor will require all other lessees of the Complex to comply with the Hazardous Materials Standards for the Miramar Park of Commerce.

**THIRTY-FOURTH:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information may be obtained from your county public health unit.

**THIRTY-FIFTH:** Force Majeure. In any case, where either party hereto is required to do any act, except the payment of rent or other money, the term for the performance thereof shall be extended by a period equal to any delay caused by or resulting from acts of God, the elements, weather, war, civil commotion, fire or other casualty, strikes, lockouts, labor disturbances, inability to procure labor or materials, failure of power, government regulations or other causes beyond such party's reasonable control, whether such time be designated by a fixed date, a fixed time or a "reasonable time". Notwithstanding the foregoing, in the event Lessor is restoring the Premises due to damage caused by casualty (as described in Paragraph 4), the timeframes for any additional delay described in this Paragraph 35 shall not apply except if the delay is due to another casualty.

**THIRTY-SIXTH:** Lessor's Improvements. (a) Lessor agrees to complete at no cost to Lessee the improvements ("Lessor's Improvements") to be described in the Plans to be developed pursuant to Paragraph 37(b) and to provide Substantial Completion of the Premises (as described in Paragraph 36(c) below) on or before

November 23, 1999, time being of the essence. All of the improvements to be completed by Lessor including but not limited to the restrooms, shall meet current ADA code and all other applicable codes, laws and regulations. Lessor represents that the Building of which the Premises is a part is handicap accessible. All of the Lessor's Improvements shall come with a one (1) year warranty from Substantial Completion to cover nonconformity with the plans approved by Lessee and faulty design. In addition, the air conditioning compressor(s) serving the Premises shall carry a five (5) year warranty and the roofs of the three Buildings in the Complex shall carry ten (10) year warranties. Lessor shall be responsible for making any warranty repairs described above. In addition should any latent defects be discovered after the warranty period, Lessor shall utilize its good faith efforts to pursue all of its rights against the architect and/or contractor available under applicable laws to cause the required remedial work to be performed at no cost to Lessee. Lessor and Lessee agree to walk-thru the Premises during the eleventh month following the commencement of this Lease to identify any repairs which may need to be made pursuant to the warranties described above.

(b) Lessee, subject to governmental codes and regulations, shall be permitted to enter and have prior access to the Premises along with its agents, contractors, architects, etc. prior to Substantial Completion. Such right of access shall include access to and use of the loading dock, parking lot, electrical systems, air conditioning, and related facilities, etc. for construction, supervision and equipment installation (including but not limited to Lessee's computer equipment, telephones and business systems, including, without limitation, all cabling and any wiring associated therewith) and shall not incur any rent or additional rent liability during this time. Lessor and Lessee shall use best efforts to avoid interfering with each other's contractors and construction/installation efforts.

(c) Substantial Completion. "Substantial Completion" is hereby defined to be the point at which Lessor has satisfied all of the following conditions:

(i) completion of the Premises in accordance with the Plans described in Paragraph 37(b)(ii)" subject to a minor punch list that does not interfere with the ability of Lessee to conduct its business in the Premises and which punch list shall be completed within thirty (30) days of Substantial Completion;

(ii) availability of dial-tone at the building (internal phone and data wiring, connections and service are Lessee's responsibility); and

(iii) Issuance of a Certificate of Occupancy, unless Lessor is delayed providing a Certificate of Occupancy as a result of Lessee accessing and/or performing work or pulling permits (or having its contractors or subcontractors perform work or pull permits) within the Premises prior to the issuance of a Certificate of Occupancy, such work or permits hereinafter referred to as "Lessee's Work". In the event of such a delay, a Temporary Certificate of Occupancy for the Premises will verify completion of Lessor's Improvements. In the event that Lessor cannot provide a Certificate of Occupancy or a Temporary Certificate of Occupancy as a result of Lessee's Work, Lessor's architect shall inspect the Premises and issue a letter ("Architect's Letter") verifying that Lessor has completed Lessor's Improvements. Notwithstanding any Temporary Certificate of Occupancy or Architect's Letter, Lessee shall diligently pursue obtaining all approvals and/or "sign-offs" for Lessee's Work necessary to enable Lessor to obtain a Certificate of Occupancy for the Premises.

(d) In the event Substantial Completion is achieved on a date other than November 23, 1999, Lessee and Lessor agree to make the appropriate adjustments to the Lease dates and rental schedule described in this Lease. Such adjustments shall be verified in writing within thirty (30) days of Substantial Completion and shall postpone the commencement of the term of this Lease one day for each day of delay and shall maintain a lease term of fifteen (15) years and one (1) month, with the first fifteen (15) days of the Lease term being rent free, with rent being due on the first of each month and the lease term ending on the last day of the appropriate month.

(e) In addition to the first fifteen (15) days of the Lease term being rent free per the rent schedule in the Witnesseth Paragraph on page 1, in the event that a Certificate of Occupancy, Temporary Certificate of Occupancy of Architects Letter is issued on a date later than November 23, 1999, Lessee shall be entitled to one and one-half days of additional free Rent and Additional Rent (as each is respectively described in the Witnesseth Paragraph and Paragraph 28 of this Lease) for each day of delay beyond November 23, 1999, which is not caused by force majeure or Lessee's delay in delivering a Space Plan, approving the Construction Budget or depositing Lessee's Contribution into the Escrow Account pursuant to Paragraphs 37(b)(i) and 37(d).

(f) Notwithstanding any delays caused by force majeure, in the event a Certificate of Occupancy, Temporary Certificate of Occupancy or Architects letter has not been issued for the Premises by February 28, 2000, Lessee shall have the right to terminate this Lease upon written notice to Lessor. Upon such termination, Lessee shall have no further obligations to Lessor; Lessor shall refund all funds received from Lessee; and any Incentive Money shall be returned to the appropriate governmental agency. Notwithstanding the foregoing, Lessee's right to

terminate this Lease will be delayed one day for each day of Lessee's delay in delivering a Space Plan, approving the Construction Budget or depositing Lessee's Contribution into the Escrow Account pursuant to Paragraph 37(b)(i) and 37(d).

(g) [\*\*\*]

(h) Computer Room. As part of Lessor's Improvements, Lessor shall provide access to and electricity and air conditioning for a ±800 square foot computer room by no later than October 23, 1999. Additional improvements to the computer room to be provided by Lessor by such date are outlined on Exhibit "H". The location of the computer room which will be shown in the Space Plan to be provided by Lessee pursuant to Paragraph 37(b). Lessee acknowledges that the fire sprinkler system and the emergency generator, if any, may not be in place by October 23, 1999, but Lessee will be able to begin installation of its computer equipment on such date. In the event the computer room is not available as described above by October 23, 1999, Lessee shall receive a rent abatement of one and one-half days of free rent for each day of delay for the entire Premises. This rent abatement shall be in addition to the rent abatement described in Paragraph 36(e) and the fifteen (15) days of free rent described in the rent schedule in the Witnesseth Paragraph of Page 1 of this Lease. In the event the computer room is not available as described above by November 23, 1999, this penalty will not be added to the penalty described in Paragraph 36(e) after November 23, 1999, although any penalty incurred prior to November 23, 1999 pursuant to this Paragraph 36(h) shall still apply.

**THIRTY-SEVENTH: Improvement Cost.** (a) [\*\*\*] Such allowance is intended to be applied towards (i) all costs associated with completing Lessor's Improvements to the Premises (as preliminarily described in Exhibit "C") and (ii) the cost of all necessary, construction, permit, impact and certificate of occupancy fees. Both parties acknowledge that the final cost to complete the above will significantly exceed this allowance and may change as final plans and specifications are developed and priced. (The final agreed to price for Lessor's Improvements is hereinafter referred to as the "Final Improvement Cost"). No fees or reimbursements will be charged for Lessor's reviews, approvals or participation in the design and construction process.

(b) (i) Lessee shall prepare a space plan and design guidelines for the Premises, which shall include electrical equipment locations and power requirements which will be delivered to Lessor on or before June 28, 1999 (the "Space Plan"). In the event that Lessee does not deliver the Space Plan to Lessor on or before June 28, 1999, all references in this Lease to October 23, 1999 with respect to the computer room and November 23, 1999 with respect to Substantial Completion and February 28, 2000 with respect to Lessee's right to cancel this Lease due to Lessor's failure to Substantially Complete Lessor's Improvements shall be extended one day for each day the Space Plan is delivered to the Lessor after June 28, 1999 (i.e. if the Space Plan is delivered to the Lessor on June 30, 1999, all references to October 23, 1999, November 23, 1999, and February 28, 2000 shall be deemed references to October 25, 1999, November 25, 1999 and March 1, 2000, respectively).

(ii) Based upon the Space Plan, Lessor, at its sole cost and expense, shall cause to be prepared construction documents consisting of final architectural, engineering, plumbing, mechanical, life safety and electrical drawings and specifications for Lessor's Improvements which are of sufficient detail to enable Lessor to obtain all necessary permits required for the construction of Lessor's Improvements (collectively referred to as the "Plans"). Lessor shall submit the completed Plans to Lessee for Lessee's approval. Lessee shall have five (5) business days from its receipt of the Plans to review same and to provide Lessor with written approval of the Plans or advise Lessor, in writing, of Lessee's objections to the Plans. The failure of Lessee to approve or disapprove the Plans, in writing, within the five (5) business days shall be deemed approval. Lessor shall utilize its good faith effort to cause the Plans to be revised on an expedited basis to address Lessee's objections and resubmit the Plans to Lessee for its approval. Lessee shall have three (3) business days from receipt of the revised Plans to review and approve same or advise Lessor of Lessee's objections. The failure of Lessee to approve or disapprove the Plans, in writing, within the three (3) business days shall be deemed approval. The process shall continue until Lessee has approved the Plans. Once approved by Lessee, the Plans as so approved may be modified, only with Lessee's and Lessor's written approval. The Lessee and Lessor shall cause their respective architects to meet not less than bi-weekly as the Plans are being prepared to coordinate the development of the Plans.

(c) (i) Lessor shall cause the contractor retained by Lessor to construct the Building (the "Contractor") to obtain competitive bids for the construction of Lessor's Improvements based upon the initial Plans submitted to Lessee for approval (with not less than three (3) bids for each subcontracted element of the work costing in excess of \$50,000). Lessor shall submit to Lessee for its approval a budget of all construction costs, permit, impact and certificate of occupancy fees for construction of the Lessor's Improvements in accordance with the Plans (the "Construction Budget") together with all backup items for the Construction Budget, including without limitation, the bids obtained by the Contractor. Lessee shall have five (5) business days from receipt of the Construction Budget and the backup information to review and approve same, or advise Lessor in writing, of Lessee's objections to the

Construction Budget. The failure of the Lessee to approve or disapprove the Construction Budget, in writing, within the five (5) business days shall be deemed approval. In the event that Lessee does not approve the Construction Budget, Lessor and Lessee shall meet with the contractor promptly to revise the Construction Budget to satisfy Lessee's objections. Lessor shall then submit a revised Construction Budget to Lessee for its approval and Lessee shall have three (3) business days to approve same or advise Lessor of Lessee's objections. The failure of the Lessee to approve or disapprove the Construction Budget, in writing, within the three (3) business days shall be deemed approval. The process shall continue until Lessee has approved the Construction Budget. The Construction Budget when approved by Lessee shall constitute the Final Improvement Cost.

(d) Provided Lessee has had five (5) business days to review the Plans prior to August 30, 1999 (the "Verification Date") and five (5) business days to review the Construction Budget based upon the initial Plans submitted to Lessee for approval prior to the Verification Date, if Lessee has not approved both the Plans and the Construction Budget in writing and deposited Lessee's Contribution as such term is described in Paragraph 37(e) into the Escrow Account by the Verification Date, all references to October 23, 1999 with respect to the computer room and November 23, 1999 with respect to the Substantial Completion and February 28, 2000 with respect to Lessee's right to cancel this Lease due to Lessor's failure to Substantially Complete Lessor's Improvements shall be extended one day for each day after the Verification Date until Lessee has approved both the Plans and the Construction Budget, in writing, and deposited Lessee's Contribution into the Escrow Account. In addition, Lessee shall pay to Lessor as a penalty [\*\*\*] (plus State Sales Tax) for each day after the Verification Date until Lessee has approved both the Plans and the Construction Budget, in writing, and deposited Lessee's Contribution into the Escrow Account. This penalty is in addition to the rents described in the Witnesseth Paragraph on Page 1 of this Lease and any other sums due from Lessee under this Lease.

(e) The difference between the Final Improvement Cost and Lessor's Improvement Allowance is hereby defined to be "Lessee's Contribution". Pursuant to the Witnesseth Paragraph on page 1 of this Lease, Lessee deposited [\*\*\*] with Lessor towards Lessee's Contribution concurrent with execution of this Lease. In the event Lessee's Contribution exceeds [\*\*\*] the excess amount will be deposited by Lessee into the Escrow Account on the date Lessee approves the Construction Budget and Plans pursuant to Paragraphs 37(b) and 37(c) and will be released to Lessor pursuant to the terms of Paragraph 47.

(f) In the event Lessee requests a change to the Plans agreed to pursuant to Paragraph 37(b) above and said change is reasonably accepted to Lessor, or if any change is required by a governmental agency, Lessor shall provide Lessee with an estimate of the cost or savings associated with said change (including but not limited to the cost of modifying the plans) and any associated time delays. If Lessee approves Lessor's estimate, (a) the dates of this Lease shall be appropriately adjusted in writing by both parties; and (b) in the event the change results in a cost increase, the increase shall be paid by Lessee to Lessor at the time the change is approved, or (c) in the event the change results in a cost decrease, Lessor shall apply such decrease to Rent due under this Lease.

(g) In addition to the Final Improvement Cost described in Lease Paragraph 37(c), Lessor shall provide windows throughout all of the exterior walls of the Premises at no additional cost to Lessee. The size and location of these windows is depicted in Exhibit "G".

(h) Lessor represents that the aggregate cost to construct the Worldspan space located at 2840 North Commerce Parkway, Miramar, Florida (excluding the cost of plans and specifications) was approximately [\*\*\*]. Lessor represents to Lessee that Lessor should be able to build out space for the Lessee substantially equivalent to the Worldspan space for not more than [\*\*\*] including the cost of plans and permits.

(i) For explanatory purposes only, a rough estimate of the Final Improvement Cost, Lessor's Improvement Allowance and Lessee's Contribution is provided below:

Estimated Final Improvement Cost:	[***]
Lessor's Improvement Allowance:	[***]
Lessee's Contribution:	[***]
Portion of Lessee's Contribution paid to Lessor per Witnesseth Paragraph:	[***]
Estimated balance due to Escrow Account (per Paragraph 37(e)):	[***]

(j) Lessee and Lessor acknowledge that the timeframes and costs described In Paragraphs 36 and 37 and Lessor's ability to provide the Plans at its sole cost are based upon the conceptual floor plan attached as Exhibit "C." In the event the Space Plan varies significantly from Exhibit "C", such timeframes and costs may need to be adjusted. Any such adjustment shall be reasonable and shall be agreed to in writing by Lessee and Lessor on or before the Verification Date.

**THIRTY-EIGHTH:** Use. Lessee's use of the space shall be for general office purposes and employee training which includes, but is not limited to, the use of conference and computer facilities, employee kitchen and related facilities, and other legally permitted use consistent with the characteristics of a first-class office building in Broward County.

**THIRTY-NINTH:** Area. The Premises shall consist of approximately 56,194 useable square feet of space. The space shall be measured from the outside of the exterior walls and the center line of tenant separation walls (if any) by the Lessor's architect and verified by Lessee's architect. Lessor represents the common area factor to be (0%).

**FORTIETH:** Renewal Option. Provided that there are no Lessee defaults beyond the applicable grace period under this at the time that the option herein set forth is exercised by Lessee, this Lease may be renewed or extended for one (1) additional term of [\*\*\*] by Lessee giving written notice to Lessor of its interest to renew not less than nineteen (19) months prior to the expiration of the then current term. All conditions and covenants of the Lease shall continue in full force and effect during such additional term except that:

(a) Lessee's Cancellation Options (Paragraph 41) shall be null and void;

(b) the monthly rent described in the Witnesseth Paragraph on page 1 of this Lease shall [\*\*\*] for similar space, accounting for Lessee's credit worthiness, that Lessee may not require an improvement allowance or rental abatement typical of a new Lessee, and that Lessor shall not lose rent because of any marketing or construction time. Notwithstanding anything to the contrary contained herein, provided Lessor has acted in good faith and has not created any unreasonable delays, in the event Lessee and Lessor do not mutually execute a Lease Renewal within one-hundred and twenty (120) days of the expiration of the then current term of this Lease, Lessee's renewal option as described herein shall be null and void.

Within 30 days after Lessee shall have given written notice to Lessor to renew the Lease, Lessor and Lessee shall attempt to agree upon the Prevailing Market Rental for the extended term. If the parties agree on Prevailing Market Rental for the extended term during that period, they shall immediately execute an amendment to the Lease stating the Prevailing Market Rental and the amount of the fixed rent for such renewal term in question.

If the parties are unable to agree on the Prevailing Market Rental for the applicable renewal term within the 30 day period, then, within 10 days after the expiration of that period, each party, at its cost, and by giving notice to the other party, shall appoint a real estate appraiser with MAI designation and at least five years' full time commercial appraisal experience in the area in which the Building is located to appraise the Premises and determine the fair rental value for the Premises, taking Into consideration the factors described in this Paragraph 40(b). If one party does not appoint an appraiser within ten days after the other party has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser, and fair rental value so determined by that appraiser shall be the Prevailing Market Rental for purposes of this Paragraph.

If two appraisers are appointed by the parties as stated above, they shall independently establish fair rental value for the Premises. If the appraisers agree, the Prevailing Market Rental shall be the fair rental value of the property as agreed by the two appraisers. If they are unable to agree within 30 days after the second appraiser has been appointed, the Prevailing Market Rental shall be the fair rental value for the Premises as determined by the average of the two appraisals if the higher of the two appraisals is no greater than 110% of the lower of the two appraisals. If, however, the higher of the two appraisals is more than 110% higher than the lower appraisal, the two appraisers shall promptly appoint a third appraiser who shall appraise the Premises and independently determine fair rental value for the Premises, taking into consideration the factors described in this Paragraph 40(b). Each of the parties shall bear one half of the cost of appointing the third appraiser and of paying the third appraiser's fee. The third appraiser shall have the qualifications stated above and shall further be a person who has not previously acted in any capacity for either party.

Within 30 days after the selection of the third appraiser, the Prevailing Market Rental shall be established as the fair rental value of the Premises as determined by an average of the three appraisers; provided, however, that if the low appraisal and/or the high appraisal are/is more than ten percent lower and/or higher than the

middle appraisal, the low appraisal and/or the high appraisal shall be disregarded. If only one appraisal is disregarded, the remaining two appraisals shall be added together and their total divided by two to establish the Prevailing Market Rental. If both the low appraisal and the high appraisal are disregarded as stated in this Paragraph, the middle appraisal shall establish the Prevailing Market Rental for the Premises during the renewal term in question.

**FORTY-FIRST:** [\*\*\*]

**FORTY-SECOND:** Redundant Power Systems. Subject to Lessor's prior written consent, said consent not to be unreasonably withheld or delayed, Lessee shall have the right to install at its sole cost and expense an Uninterrupted Power Source ("UPS") System Generator Power Source and the cabling and infrastructure thereto.

**FORTY-THIRD:** (a) Non-Disturbance. Provided no default has occurred under the Terms of the Lease which has not been cured by Lessee within the applicable grace period, Lessee shall be entitled to lawfully and feasibly, hold, occupy and enjoy the Premises during the Term of the Lease twenty-four (24) hours per day, seven (7) days per week, and fifty-two (52) weeks per year without hindrance or molestation by Lessor or any party claiming by, through or under Lessor. Lessor represents that there is no mortgagee of the Premises as of the execution date of the Lease. As a condition precedent to Lessee's obligations under the Lease, any future mortgagee shall execute a non-disturbance agreement reasonably acceptable to Lessee, said acceptance not to be unreasonably withheld or delayed.

(b) Compliance with Laws. Lessor warrants it will comply with all local codes, laws and governmental rules and regulations with respect to Building and Premises unless caused by reason specific to Lessee's use of the Premises.

**FORTY-FOURTH:** Asbestos and Other Hazardous Materials. Lessor represents and warrants that there is no asbestos or other hazardous materials on the Premises or in the Building. Lessor shall remove same at the Lessor's sole cost and expense and shall otherwise comply with all Federal, State, and Local rules, regulations, laws, statutes or ordinances pertaining thereto, and shall indemnify Lessee and hold Lessee harmless from all costs and expenses arising from the presence of asbestos or other hazardous materials, unless such presence is caused by Lessee or Lessee's employees, invitees, contractors or agent.

**FORTY-FIFTH:** Self-Help. (a) If either party (the "Non-performing Party") at any time fails to fulfill any of its obligations in respect to the Lease within a reasonable period of time, then the other party (the "Performing Party"), after ten (10) days written notice to the Non-performing Party and upon the failure of the Non-performing Party to perform within said ten day period, then without releasing the Non-performing Party and without waiving any rights the Performing Party may have by reason of such failure, the Performing Party may perform the act for which the Nonperforming Party is obligated to have performed but failed to do so. All costs and expenses incurred by the Performing Party in connection with such performance shall be paid by the Non-performing Party to the Performing Party upon demand or may thereafter be off-set against any obligations due the Non-performing Party.

(b) In the event utilities which are within Lessor's control are interrupted and as a result Lessee cannot reasonably conduct its business for two (2) or more days, Rent shall abate from the date said services are interrupted.

**FORTY-SIXTH:** Satellite Antenna. Subject to Lessor's reasonable written approval, Lessee shall have the option, at its sole cost and expense, to install and operate a satellite antenna dish and cables thereto on the roof of the Premises at no additional charge.

**FORTY-SEVENTH:** Escrow Account. (a) The Escrow Account is hereby defined to be the Milledge & Iden Trust Account. The total amount deposited in the Escrow Account pursuant to Paragraphs 37(e) and 48(b) shall be released to Lessor (with accrued interest released to Lessee) upon completion of Lessor's Improvements and delivery of a copy of a Certificate of Occupancy, a temporary Certificate of Occupancy or an Architect's letter to the Escrow Agent. The Incentive Money deposited in the Escrow Account pursuant to Paragraph 48(c) shall be released to Lessee in accordance with the terms and conditions of said Paragraph 48(c).

(b) Limitation of Liability. The Escrow Agent referred to in this Lease has agreed to act as escrow agent with respect to the deposit for the convenience of the parties without fee or other charges for such services as escrow agent. With respect to such escrow service (only), the Escrow Agent shall not be liable:

- (i) To any of the parties for any act or omission to act except for its own negligence or willful misconduct;

(ii) For any loss or impairment of funds that have been deposited in escrow while those funds are in the course of collection, or while those funds are on deposit in a financial institution insured by FDIC, if such loss or impairment results from the failure, insolvency or suspension of a financial institution;

(iii) For the default, error, action or omission of Lessee or Lessor.

(c) Interpleader. In connection with such escrow services (only), the Escrow Agent shall be entitled to rely on any document or paper received by it, believed by such Escrow Agent, in good faith, to be bona fide and genuine. Further, in the event of any dispute as to the disposition of the deposit or any other monies or documents held in escrow, the Escrow Agent may, if it so elects, interplead the parties by filing an interpleader action in the Circuit Court in and for Broward County Florida (or the jurisdiction of which both parties do hereby consent), and to pay into the registry of the court the deposit and any other monies or documents held in escrow including all interest earned thereon, if any, whereupon Escrow Agent shall be relieved and released from any further liability as escrow agent (only) hereunder.

(d) Interest. Funds deposited into the Escrow Account shall earn compounded interest at a floating rate estimated to be between 2% and 4% per annum.

**FORTY-EIGHTH: Incentives.** (a) "Incentive Money" is hereby defined to be any money received by Lessor from the State of Florida, Broward County or the City of Miramar as an incentive to be utilized for the construction of roads for this Lease with Spirit Airlines.

(b) Incentive Money received before Lessee has deposited Lessee's Contribution into the Escrow Account pursuant to Paragraph 37(e) shall be placed in the Escrow Account and applied towards Lessee's Contribution (as defined in Paragraph 37(e)) and released to Lessor upon completion of Lessor's Improvements as described in Paragraph 47.

(c) Incentive Money received after Lessee has deposited Lessee's Contribution into the Escrow Account pursuant to Paragraph 37(e) shall be placed in the Escrow Account and released to the Lessee concurrent with the Escrow Account releasing the escrowed portion of Lessee's Contribution to Lessor pursuant to Paragraph 37(e) and 47. The release of the escrowed Incentive Money to Lessee is subject to there being no material Lessee defaults under this Lease at such time beyond the applicable grace period; in the event of such a default, the Incentive Money will not be released to Lessee until such default has been cured.

(d) A list of potential incentives and the respective maximum dollar amounts is attached as Exhibit "E". In the event this Lease is terminated pursuant to Paragraph 36(f) any Incentive Money shall be returned to the appropriate governmental agency.

**FORTY-NINTH: [\*\*\*]**

**FIFTIETH: Interruption of Critical Services**. Notwithstanding the foregoing, if "critical services" defined as electricity, HVAC (heating, ventilation and/or air conditioning) or water and/or sewer service are interrupted by any cause and not reasonably mitigated by Lessor, Lessee shall receive a complete abatement of Rent, and Additional Rent from the second day of such stoppage until the "original service" is reinstated or reasonably mitigated by Lessor.

**FIFTY-FIRST: Size of Premises**. The Premises shall be measured in accordance with BOMA Standard of Measurement, utilizing the ANSI/BOMA 265.1 method of measurement by Lessor's architect and verified by Lessee's architect. Lessor represents the common area factor to be zero.

**FIFTY-SECOND: Expansion**. As of the date of this Lease, Lessor has not leased and agrees not to lease the southern +25,000 square feet of the MPC-16A Building (as identified on page 2 of Exhibit "A") to any entity other than Lessee for the thirty (30) day period beginning on the date of this Lease. In addition, Lessee and Lessor agree to negotiate mutually acceptable language to cover Lessee's Right-of-First Refusal, Right-of-First-Offer, Expansion Rights for Unencumbered Space and relocation of other lessees. Such language will be attached as an addendum to this Lease by June 16, 1999. Lessee's rights to expand into space within the MPC-16A Building which has not been built-out for another lessee shall be under the same terms and conditions as this Lease except that (i) the timeframes for planning and construction described in Paragraphs 36 and 37 will be modified and (ii) appropriate adjustments will be made to reflect a shorter lease term ending concurrently with this Lease.

IN WITNESS WHEREOF, The parties hereto have hereunto executed this Instrument for the purpose herein expressed, the day and year above written.

Signed, sealed and delivered in the presence of:

/s/ Frances Hernandez

Witness Sign Name

/s/ Tomme J. Gomez

Witness Sign Name

/s/ Tammy Micakovicia

Witness Sign Name

/s/ Patricia M. Warwick

Witness Sign Name

LESSOR: SUNBEAM DEVELOPMENT CORPORATION

By: /s/ Andrew L. Ansin

Vice President

Date 6/17/99

LESSEE: SPIRIT AIRLINES, INC.

By: /s/ John R. Severson

SVP & CFO

Date 6-11-99

ESCROW AGENT: MILLENE & IDEN

By: /s/ Bruce Iden

Partner

Date June 18, 1999

**Lease Modification and Contraction Agreement**

THIS LEASE MODIFICATION AND CONTRACTION AGREEMENT, is made and entered into as of the 7th day of May 2009 ("Lease Modification Execution Date"), between Sunbeam Development Corporation, an Indiana corporation (hereinafter referred to as "Lessor"), and Spirit Airlines, Inc., a Delaware corporation (hereinafter referred to as "Lessee").

**WHEREAS**, Lessee and Lessor signed a Lease (the "Lease") dated June 17, 1999 for Lessee to lease 2800 - 2888 Executive Way, Miramar, Florida ("Original Premises"); and

**WHEREAS**, Lessee and Lessor modified the Lease pursuant to an Addendum to the Lease dated June 18, 1999, a Second Addendum to the Lease dated October 12, 1999 and a Third Addendum the Lease dated October 12, 1999;

**WHEREAS**, Lessee and Lessor subsequently signed a Lease Expansion Agreement dated October 12, 1999 for Lessee to lease 2954 - 2990 Executive Way, Miramar, Florida (the "Expansion Premises"); and

**WHEREAS**, Lessee and Lessor entered into a Land Lease dated October 12, 1999; and

**WHEREAS**, Lessee and Lessor further modified the Lease by two letter agreements dated December 28, 1999 and April 4, 2000;

**WHEREAS**, both parties agree to Lessee vacating 2954-2990 Executive Way (19,390 square feet) ("the Expansion Premises") and make various other modifications and adjustments to the Lease; and

**WHEREAS**, the location of both the Original Premises and the Expansion Space are depicted on Exhibit "a" attached; and

**WHEREAS**, no security deposit shall continue to be held under this lease; and

**NOW, THEREFORE**, in consideration of the mutual benefits to the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

I. To reflect Lessee's ,contraction, the following changes shall be made to the Lease, effective March 1, 2009 unless noted otherwise below.

a. Witnesseth Paragraph 1, line 2: change the address from "2800-2888 Executive Way and 2954-2990 Executive Way" to "2800-2888 Executive Way";

b. Witnesseth Paragraph 1, line 2: decrease the square footage of the Premises from "75,584" to "56,194" square feet and replace Exhibit "A" with Exhibit "a" attached hereto;

c. Witnesseth Paragraph: to reflect the contraction and other changes to the Lease that are described in this Lease Modification and Contraction Agreement, revise the rent schedule as shown below:

[\*\*\*]

Rents for months not listed above shall remain unchanged.

d. Witnesseth Paragraph: Replace "Such payments are in addition to all other payments to be made under this Lease by Lessee, including but not limited to those described in Paragraph 28." with "The term "rent" under this Lease shall include the monthly sums referenced above (including applicable sales taxes), and all other sums due under this Lease, including but not limited to those described in Paragraphs 20 and 28."

e. Paragraph 12: Add the following at the end of the paragraph:

"(b) As power interruption can cause damage to the EXIT and EMERGENCY lights and other portions of the Premises, Lessee shall continuously maintain electrical service to the Premises until the expiration of the Lease term. In addition, Lessee shall provide Lessor with written notice a minimum of five (5) business days prior to

disconnecting power so Lessor will have adequate time to put the service in Lessor's name. In the event Lessee fails to maintain electrical service or provide notice to Lessor as described above, Lessee shall reimburse Lessor for the cost of repairing any damage caused by the resulting power interruption."

f. Paragraph 22: Replace "liability insurance containing a single limit of not less than [\*\*\*] for both property (including but not limited to fire hazard) and bodily injury" to "liability insurance containing a single limit of not less than [\*\*\*] for both property (including but not limited to fire hazard) and bodily injury".

g. Paragraph 28B, Decrease Lessee's Proportionate Share of Expenses from "[\*\*\*]" to [\*\*\*]."

h. Paragraph 32, line 1. Replace "367" parking space with "280" parking spaces.

i. Paragraph 37: Delete the entire Paragraph.

j.[\*\*\*]

k.[\*\*\*]

l. Paragraph 52: Delete the entire Paragraph, as Lessee's restrictions and rights to MPC-16A are hereby deemed null and void.

m.[\*\*\*]

n.[\*\*\*]

o. Paragraph 55: Delete the entire Paragraph as Lessee's Relocation Rights are hereby deemed null and void.

II. In order to reflect the parties' agreement to eliminate Lessor's obligations to provide a remodel allowance in the 11th year and to otherwise clarify Lessor's obligations with respect to Lessor's Improvements, delete the entire Paragraph 36 and replace it with the following:

"THIRTY-SIXTH: Lessor's Improvements. Lessee acknowledges that Lessee has been in control of the Original Premises and is continuing to lease the Premises in "as-is" condition subject to Lessor completing Lessor's Improvements as hereinafter defined. Lessor agrees to complete at no cost to Lessee the improvements ("Lessor's Improvements") described in Exhibit "b". All of Lessor's Improvements shall be built in accordance with Florida Building Code (F.B.C. 2004) and the Florida Fire Prevention Code, January 1, 2005, edition as interpreted by the City of Miramar Building Department and City of Miramar Fire Department and shall come with a one (1) year warranty to cover latent defects, nonconformity with Exhibit "b" and faulty design. Lessee acknowledges that Lessor has made and shall be making no improvements within the Premises which are intended to accommodate the use, handling, storage, distribution or transportation of hazardous materials which may be brought in, on, or around the Premises by Lessee, or its employees, agents, invitees, licensees or guests."

III. Lessee and Lessor each represent to the other that no broker is due a commission from this Lease Modification and Contraction Agreement.

IV. Terms, Ratification, Conflict. All terms used herein and not otherwise defined shall have the meanings ascribed to said terms in the Lease, or the other documents, letters and agreements referenced in the recitals if this Lease Modification and Contraction Agreement. The Lease as amended is hereby ratified and confirmed. In the event of a conflict between the terms and provisions of this Lease Modification and Contraction Agreement and the terms and provisions of the Lease or the other documents, letters and agreements referenced in the recitals if this Lease, the terms and provisions of this Lease Modification and Contraction Agreement shall control.

V. The Lease and Lessee's obligation to pay Rent and Lessee's Proportionate Share of Expenses for the Expansion Premises shall terminate February 28, 2009. Any obligations of the Lessee and Lessor related to the Expansion Premises accruing prior to February 28, 2009 (including but not limited to Rent and Lessee's Proportionate Share of Expenses as respectively described in the Witnesseth Paragraph and Paragraph 28 of the Lease, and Lessee's obligation to leave the Expansion Premises in good condition, reasonable wear and tear excepted), shall survive such termination.

In the event Lessee does not vacate the Expansion Premises within [\*\*\*] days following Lessor completing Phase 1 of Lessor's Improvements, the Lessee shall be considered to be holding over in the Expansion Premises and Lessee shall be obligated to pay (i) the monthly rent due for the Original Premises, plus (ii) holdover rent for the Expansion Premises, as described in Paragraph 30 of the Lease, retroactive to March 1, 2009."

VI. The Land Lease between Lessee and Lessor dated October 12, 1999 is hereby deemed null and void. Lessee shall no longer have rights to lease additional land from Lessor.

All other terms and conditions of the Lease shall remain unchanged.

The provisions of this Lease Modification and Contraction Agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

<signature pages follows>

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

Signed, sealed and delivered in the presence of:

LESSOR: Sunbeam Properties, Inc.

/s/ Clara Pink  
\_\_\_\_\_  
Witness Sign Name

By: /s/ Andrew L. Ansin  
Its: Vice President

5/7/09  
Date

/s/ Lisette Garcia  
\_\_\_\_\_  
Witness Sign Name

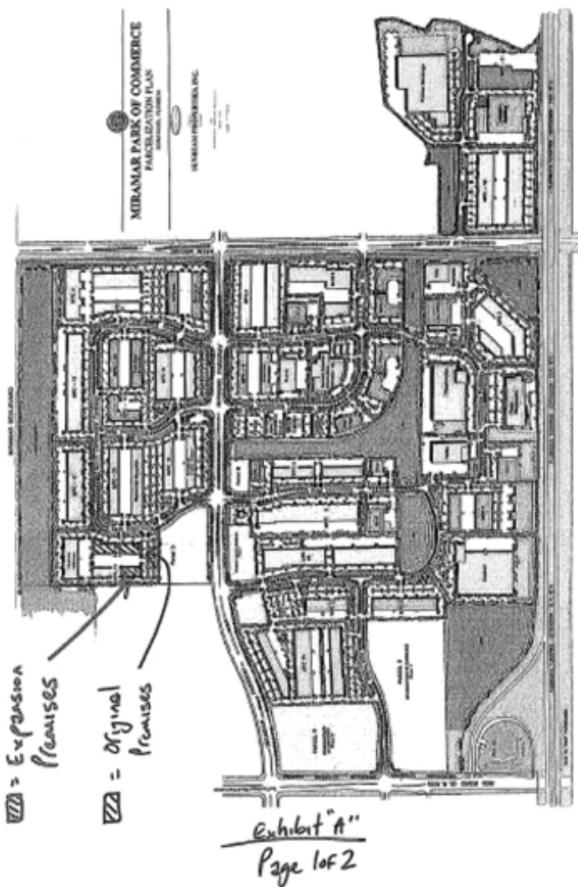
LESSEE: Spirit Airlines, Inc.

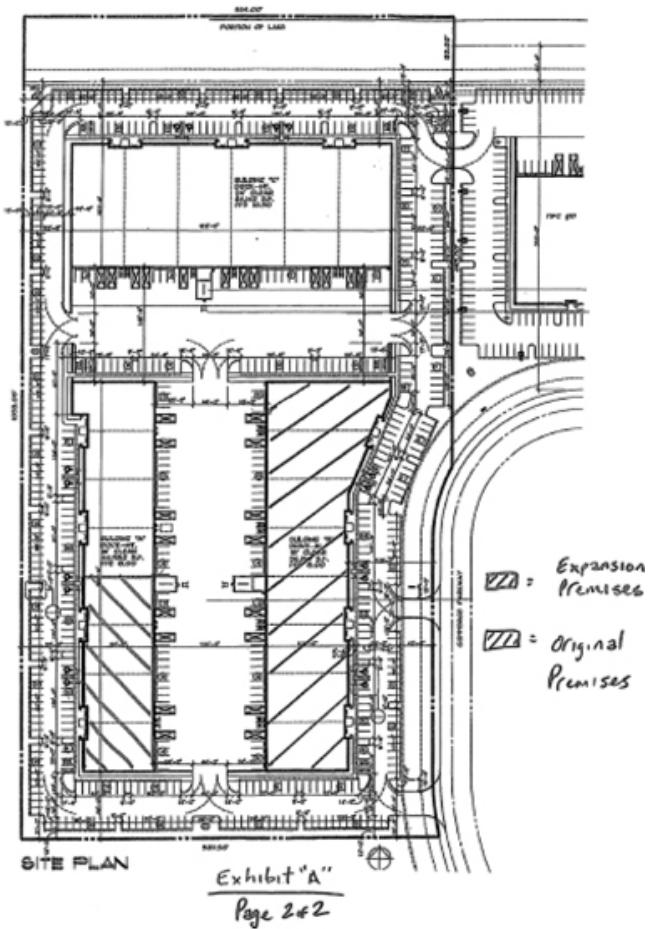
/s/ Jake Filene  
\_\_\_\_\_  
Witness Sign Name

By: /s/ David Lancelot  
Its: SVP & CFO

4/30/09  
Date

/s/ Rene R. Fisher  
\_\_\_\_\_  
Witness Sign Name





**Exhibit "b"**

Specifications for Lessor's Improvements  
Page 1 of 3

PHASE 1 (to be completed immediately following mutual lease execution):

Demo the wall and associated cabling per the attached plan

Prep floor for carpet in CLASSROOM 1 and CLASSROOM 2

Remove interior windows as shown on the attached plan and replace openings with studs and drywall

Install studs for 2 new below-the-ceiling walls with drywall on the south side of the southernmost wall and drywall on the north side of the northernmost wall (drywall will not be taped or painted in Phase 1)

Install Miramar Park of Commerce standard carpet and vinyl base in CLASSROOM 1 and CLASSROOM 2

Remove exterior doors and window frames to allow for Lessee's installation of training equipment. Lessor will have doors and window frames reinstalled the same day. Date and timing of door and window frame removal and reinstallation to be coordinated with Lessee's scheduled installation of training equipment.

PHASE 2 (to be completed upon receipt of a City of Miramar Building Permit):

complete walls begun in Phase 1 including providing sound insulation

To accommodate the creation of CLASSROOM 1 and CLASSROOM 2:

adjust existing 2 x 4 lay-in lights

add light switches for each classroom and breakroom (each to be isolated)

add quad outlets along new walls and one additional outlet on adjacent wall (One quad for every row of tables shown on floorplan).

add a duplex outlet in each classroom ceiling for overhead projectors

install a ceiling-mounted junction-box in CLASSROOM 1 and CLASSROOM 2

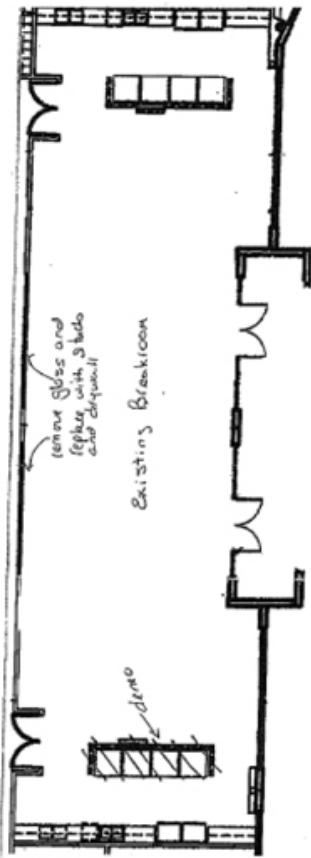
Install conduit for data cables next to every quad and duplex outlet in the classrooms and stub same in the ceiling with 90 degree bends  
adjust HVAC ductwork (no new HVAC units to be installed)

adjust fire sprinklers

paint new walls to match existing

All else existing to remain including flooring in the BREAKROOM

Demo Plan  
Exhibit "B"  
Page 23





THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10) (iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

## **Lease Modification and Extension Agreement**

**THIS LEASE MODIFICATION AND EXTENSION AGREEMENT**, is made and entered into as of the 26th day of September, 2013, between Sunbeam Development Corporation, an Indiana corporation (hereinafter referred to as "Lessor"), and Spirit Airlines, Inc., a Delaware corporation (hereinafter referred to as "Lessee").

**WHEREAS**, Lessor and Lessee entered into a lease agreement (the "Lease") dated June 17, 1999 for the property known as 2800 - 2888 Executive Way, Miramar, Broward County, Florida (the "Original Premises"); and

**WHEREAS**, the Lessee and Lessor modified the Lease pursuant to an Addendum to the Lease dated June 18, 1999, a Second Addendum to the Lease dated October 12, 1999 and a Third Addendum to the Lease dated October 12, 1999; and

**WHEREAS**, Lessee and Lessor subsequently signed a Lease Expansion Agreement dated October 12, 1999 for Lessee to Lease 2954 -2990 Executive Way, Miramar, Florida (the "Expansion Premises"); and

**WHEREAS**, Lessee and Lessor entered into a Land Lease dated October 12, 1999; and

**WHEREAS**, Lessee and Lessor further modified the Lease by two letter agreements dated December 28, 1999 and April 4, 2000; and

**WHEREAS**, Lessee and Lessor subsequently signed a Lease Modification and Contraction Agreement dated May 7, 2009 whereby Lessee vacated 2954 - 2990 Executive Way, Miramar, Florida (the "Expansion Premises") and other modifications were made to the Lease, and the Land Lease was deemed null and void; and

**WHEREAS**, both parties hereby agree to extend the Lease and make other modifications to the Lease; and

**WHEREAS**, [\*\*\*]; and

**NOW, THEREFORE**, in consideration of the mutual benefits to the parties and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**I. Lease Modifications.** To reflect the extension described in this Lease Modification and Extension Agreement, the following changes shall be made to the Lease, effective immediately unless noted otherwise below:

- a. Term. Extend the term of the Lease thru January 31, 2025. .
- b. Rent. To reflect the extension described in this Lease Modification and Extension Agreement, the rent schedule is hereby extended and revised as shown below:

[\*\*\*]

Rent for months not listed above shall remain unchanged.

The term "rent" under this Lease shall include the monthly sums referenced above (including applicable sales taxes), and all other sums due under this Lease, including but not limited to those described in Paragraphs 20 and 28.

- c. Bioterrorism. To the extent applicable, Lessee shall comply with the registration requirements of the Public Health Security and Preparedness and Response Act of 2002, and shall provide Lessor with written proof of such compliance not less than annually.
  
  - d. Move-Out Inspection. Lessee shall give written notice to Lessor not less than thirty (30) days prior to the end of the term of this Lease for the express purpose of arranging a meeting with Lessor for a joint inspection of the Premises. At such meeting, Lessee and Lessor shall make a list of all repairs that are required to be made by Lessee, if any. In the event (i) Lessee does not
- 

provide such written notice or make itself available for the joint inspection, (ii) Lessee does not make the repairs noted at the joint inspection prior to the end of the term of this Lease or (iii) Lessee (its subtenants, assignees, agents, contractors or invitees) causes or permits to occur any further damage the Premises between the time of the joint inspection and the end of the term of this Lease, then Lessor shall have the right to obtain prices for the required repairs and submit a bill for same to Lessee for immediate payment by Lessee pursuant to this Paragraph. The prices for the required repairs obtained by Lessor shall be deemed conclusively correct for the purpose of determining the cost to make the repairs.

- e. Lessor's Maintenance. To clarify possible ambiguity in Lease Paragraph 25(b), Lessee and Lessor hereby agree that Lessor's maintenance obligations include exterior lighting and exterior loading areas and exclude any interior lighting or interior loading areas.
  
- f. Exclusives. A number of lessees and owners at Miramar Park of Commerce have exclusive use rights. Accordingly, Lessee shall not use the Premises for any of the uses described in Exhibit "1".
  
- g. Air Conditioning. [\*\*\*].

**II. AS-IS.** Other than as noted in paragraph I(g) above, Lessee shall continue to lease the Premises in "as-is" condition.

**III. Broker.** Lessee represents and warrants that Studley, Inc. ("Lessee's Broker") is the only broker that Lessee has worked with in connection with this Lease Modification and Extension Agreement. Any commission which is now or in the future may be due and payable to Lessee's Broker with regard to this Lease Modification and Extension

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Agreement shall be paid by Lessor in accordance with a separate agreement between Lessor and Lessee's Broker. Lessor agrees to indemnify and hold Lessee harmless from any and all liability for the payment of such commission and any other commission claimed by a broker as a result of the actions of Lessor. Lessee agrees to indemnify and hold Lessor harmless from any and all liability for the payment of any commission claimed by a broker other than Lessee's Broker as a result of the actions of Lessee.

**IV. Cross-Default.** Lessee and Lessor acknowledge that Lessee has executed a separate lease agreement with Lessor for property located at 2844 - 2854 Corporate Way, Miramar, Florida dated September 26, 2013 ("MPC-20 Lease") and if Lessee is in default of any of its monetary obligations under this Lease or the MPC-20 Lease, or is in default of any material non-monetary obligation under this Lease or the MPC-20 Lease any such default in one lease shall be deemed a default of both leases.

**V. Terms, Ratification, Conflict.** All terms used herein and not otherwise defined shall have the meanings ascribed to said terms in the Lease, or the other documents, letters and agreements referenced in the recitals of this Lease Modification and Extension Agreement. The Lease as amended is hereby ratified and confirmed. In the event of a conflict between the terms and provisions of this Lease Modification and Extension Agreement and the terms and provisions of the Lease or the other documents, letters and agreements referenced in the recitals of this Lease Modification and Extension Agreement, the terms and provisions of this Lease Modification and Extension Agreement shall control.

**VI. Other.** All other terms and conditions of the Lease shall remain unchanged. The provisions of this Lease Modification and Extension Agreement shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

<signature page follows>

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**IN WITNESS WHEREOF**, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

Signed, sealed and delivered in the presence of:

LESSOR: Sunbeam Development Corporation

/s/ Clara Pink By: /s/ Andrew L. Ansin

Witness Sign Name Andrew L. Ansin, Vice President

Clara Pink 9/26/13

Witness Print Name Date

/s/ Yvette Garcia

Witness Sign Name

Yvette Garcia

Witness Print Name

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LESSEE:

Spirit Airlines, Inc.

/s/ Antony Tam By: /s/ Charles A. Rue

Witness Sign Name

Antony Tam Charles Rue

Witness Print Name Print

/s/ C.W. Sandifer VP Supply Chain

Witness Sign Name Title

C.W. Sandifer September 18, 2013

Witness Print Name Date

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**Exhibit "1"**

**Exclusives of Other Lessees and Owners  
at Miramar Park of Commerce**

The Premises shall not be used by Lessee or any sublessee, assignee or other successor in interest to Lessee as a culinary school.

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10) (iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

## *Spirit Airlines, Inc.*

# Miramar Park of Commerce BUSINESS LEASE

THIS LEASE, entered into this 26th day of September, 2013, between Sunbeam Development Corporation, hereinafter called the Lessor, party of the first part, and Spirit Airlines, Inc., a Delaware Corporation hereinafter called the Lessee or tenant, party of the second part:

WITNESSETH, That the said Lessor does this day Lease unto said Lessee, and said Lessee does hereby hire and take as tenant 2844 - 2854 Corporate Way, Miramar, Broward County, Florida 33025 (the "Premises"), which consists of approximately 14,625 square feet as shown on Exhibit "A" attached and which is a portion of a building (the "Building" as identified on Exhibit "A"). The Premises shall be used and occupied by the Lessee for the use described in Paragraph 38 and for no other purposes or uses whatsoever without the express written consent of Lessor, said consent not to be unreasonably withheld or delayed, for the term of one hundred and thirty three (133) months beginning the 1<sup>st</sup> day of January, 2014, and ending the 31<sup>st</sup> day of January, 2025, at and for the agreed rental payable as follows:

[\*\*\*]

The term "rent" under this Lease shall include the monthly sums referenced above (including applicable sales taxes), and all other sums due under this Lease, including but not limited to those described in Paragraphs 20 and 28.

Lessee hereby deposits [\*\*\*] with Lessor for the following:

March 1-31, 2014 Rent:

[\*\*\*]

Lessee's Proportionate Share of March 1-31, 2014

Estimated Expenses (per Paragraph 28):

[\*\*\*]

Sales Tax:

[\*\*\*]

Total:

[\*\*\*]

[\*\*\*]

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In the event the term of this Lease begins or ends on other than the first or last day of a month, rent for such month(s) shall be prorated on a per diem basis. In the event that any monthly rental payment due hereunder is not received by Lessor by the seventh (7<sup>th</sup>) business day of any month, said payment shall bear a late charge of [\*\*\*] of the monthly payment which shall be then due and payable.

All payments to be made to the Lessor on the first day of each and every month in advance without demand at the office of Sunbeam Development Corporation, 1401 79th St. Causeway in the City of Miami, Florida 33141 or at such other place and to such other person, as the Lessor may from the time to time designate in writing.

If Lessee remits payments due under this Lease via electronic transfer of funds ("ETF") to a designated Lessor account, and any such ETF is in an amount less than what is currently owed, Lessor may reject such ETF, as set forth below. Moreover, if Lessee remits payment via ETF to a designated Lessor account after receiving a letter from Lessor demanding payment of delinquent amounts or return of possession of the premises (a "Letter"), Lessor may reject such ETF, as set forth below, if it is not for the full amount demanded in the Letter or if the ETF is not received within the timeframe for payment stated in the Letter.

If Lessor rejects an ETF, it shall provide Lessee with a written notice of rejection within five (5) business days after Lessor's receipt of the ETF. Failure of Lessor to provide Lessee with timely notice of rejection of an ETF shall be deemed an acceptance of such ETF by Lessor. If Lessor rejects an ETF, Lessor shall redirect the funds back to Lessee's

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originating account (net of any wire transfer fees) without unreasonable delay. An ETF which has been properly rejected by Lessor shall be treated for all purposes as if the ETF had never been initiated.

The following express stipulations and conditions are made a part of this Lease and are hereby assented to by the Lessee:

**FIRST: Assignment & Subletting.** The Lessee shall not assign this Lease, nor sub-let the Premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated nor make any alterations therein, and all additions thereto, without the written consent of the Lessor, said consent not to be unreasonably withheld or delayed. Notwithstanding any assignment of this Lease, Lessee shall remain fully responsible for its obligations under this Lease. Furthermore, Lessee acknowledges that in the event it subleases or assigns all or a portion of the Premises and the associated subtenant/assignee holds over in the Premises beyond the end of the term of this Lease, Lessee shall be responsible for paying rent, Lessee's Proportionate Share of Expenses and the holdover penalty for the entire Premises during the period of the subtenant's/assignee's holdover, regardless of whether the subtenant/assignee is subleasing (and/or occupying) all or only a portion of the Premises.

**SECOND: Personal Property/Leasehold Improvements.** Except for the negligence or misconduct of Lessor or its, employees, agents, or contractors, all personal property placed or moved in the Premises above described shall be at the risk of the Lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the Lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the Building or of any other person whomsoever.

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**THIRD: Compliance with Laws.** That the Lessee shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said Premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said Premises during said term. Moreover, to the extent applicable, the Lessee shall comply with the registration requirements of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002, and shall provide Lessor with written proof of such compliance not less than annually.

**FOURTH: Casualty.** a) In the event (i) the Premises shall be destroyed or so damaged or injured by fire or other casualty during the life of this Lease or (ii) the Premises shall be materially adversely affected by any repairs, additions or alterations required to be performed by Lessor under the terms of this Lease, whereby the Premises shall be consequently rendered either partially or completely untenantable, then within thirty (30) days of the untenantability, Lessor shall provide written notice to Lessee stating the amount of time reasonably estimated by Lessor to complete the restoration of the Premises to the condition that existed immediately prior to the untenantability.

(b) In the event Lessor's notice states that the restoration cannot be completed within 180 days from the date of the untenantability, Lessee shall have the option to cancel this Lease by providing written notice to Lessor within ten (10) days of receipt of Lessor's notice.

(c) In the event that in Lessor's reasonable opinion the restoration can be completed within one-hundred and eighty (180) days from the date of the untenantability or Lessee does not terminate this Lease as described above, Lessor shall be obligated to complete the restoration.

(d) If the Premises are not rendered tenantable within Lessor's estimated timeframe, Lessee may cancel this Lease upon written notice to Lessor. In the event of such cancellation, all Rent and Additional Rent, including Lessee's Proportionate Share of Expenses shall be paid only to the date of the casualty.

(e) All Rent and Additional Rent, including Lessee's Proportionate Share of Expenses shall be abated in proportion to the square footage of the Premises rendered untenable from the date of the untenantability until the date that the Premises are rendered tenantable by Lessor. Notwithstanding the foregoing, in the event fifty percent (50%) or more of the Premises is rendered untenantable, Lessee at its option, may treat the entire Premises as untenantable, move out completely and have a complete abatement of Rent and Additional Rent; or if Lessee continues to occupy any portion of the Premises, Lessee shall pay only its Rent and Additional Rent, including Lessee's Proportionate Share of Expenses, in proportion to the portion of the Premises that Lessee actually uses from the date of the untenantability until the date that the entire Premises are rendered tenantable by Lessor.

(f) Any restoration to be performed by Lessor as described above shall be started and completed as quickly as reasonably possible.

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**FIFTH: Compliance.** (a) The prompt payment of the Rent and Additional Rent for said Premises upon the dates named, and the faithful observance of the rules and regulations printed upon this Lease, and which are hereby made a part of this covenant, are the conditions upon which this Lease is made and accepted and any failure on the

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part of the Lessee to comply with the terms of said Lease, or any of said rules, shall at the option of the Lessor, be deemed a default of this Lease.

(b) Notwithstanding anything to the contrary contained hereinabove, Lessee shall not be deemed to be in default of this Lease for nonpayment of Rent or any Additional Rent due under the terms of the Lease unless same remains unpaid for seven (7) business days after written notice from Lessor.

(c) Lessee shall not be deemed in default under the Lease for failure to comply with any covenants, conditions, or other provisions of the Lease, other than payment of money, unless such condition is not cured within thirty (30) days after written notice, or such longer period of time if the default by its nature cannot be cured within such thirty (30) day period and provided Lessee has commenced the curative action within such thirty (30) day period and it is diligently pursuing the cure until completion.

**SIXTH: Default.** (a) If the Lessee shall be in default under this Lease, and such default is not cured within the applicable grace period, or shall abandon or vacate said Premises before the end of the term of this Lease, or shall suffer the rent to be in arrears beyond applicable notice provisions and grace periods, the Lessor may, at its option, forthwith cancel this Lease or it may enter said Premises as the agent of the Lessee, by force or otherwise (all in accordance with local law), and relet the Premises as the agent of the Lessee, at such price and upon such terms and for such duration of time as the Lessor may determine, and receive the rent therefor, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by Lessor over and above the expenses to Lessor in such re-letting, the said Lessee shall pay any deficiency, and if more than the full rental is realized Lessor will pay over to said Lessee the excess of rent net of all costs associated with releasing the Premises. In the alternative, Lessor may elect to declare the entire rent for the balance of the Lease Term, or any part thereof, due and payable forthwith, and to bring an action for the recovery thereof. For purposes of this Lease, the term "abandon" shall be defined to mean the failure by Lessee, (i) to keep the Premises properly lit, air conditioned, dehumidified, and secured for a period of more than five (5) calendar days, and/or (ii) to properly maintain the electrical and interior plumbing systems and promptly notify Lessor of roof leaks, and/or (iii) to provide Lessor access to Premises when reasonably requested to allow inspections to insure proper functioning of the Building including but not limited to the roof, plumbing, sewer, electrical, and other systems.

(b) To the extent permitted by applicable law, Lessor and Lessee hereby mutually waive any and all rights which either may have to request a jury trial in any action, proceeding or counterclaim arising out of this lease or lessee's occupancy of or right to occupy the premises. This waiver is made freely and voluntarily, without duress and only after each of the parties hereto have had the benefit of advice from legal counsel on this subject.

(c) Lessee further agrees that in the event Lessor commences any summary proceeding for non-payment of rent or possession of the Premises, Lessee will not interpose and hereby waives all right to interpose any counterclaim of whatever nature in any such proceeding. Lessee further waives any right to remove said summary proceeding to any other court or to consolidate said summary proceeding with any other action, whether brought prior or subsequent to the summary proceeding.

(d) Any suit, claim, and/or proceeding regarding the Premises or the rights, duties, and obligations set forth in this Lease, shall be brought exclusively in the appropriate court of law situated in Broward County Florida.

**SEVENTH: Attorney's Fees and Expenses.** In the event Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease, Lessee agrees to pay Lessor's reasonable attorneys' fees and costs incurred by it in connection with the administration, collection and enforcement of this Lease and of Lessee's obligations hereunder. If there is any legal action or proceeding between or involving Lessor and Lessee (including a bankruptcy or similar proceeding of Lessee) to enforce any provision of this Lease or to protect or establish any right or remedy of either Lessor or Lessee hereunder, the prevailing party shall be reimbursed for

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reasonable attorneys' fees and expenses, including fees and expenses relating to appellate litigation, incurred by such prevailing party in such action or proceeding and in any appearance in connection therewith, and if such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees will be determined by the court handling the proceeding and will be included in and as a part of such judgment. Lessor shall be entitled to reimbursement of its reasonable attorney's fees and costs in connection with any bankruptcy or similar proceeding involving Lessee regardless of whether Lessor is a prevailing party, including, without limitation attorneys' fees and costs related to monitoring the bankruptcy proceeding and any related proceedings or appeals, any

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contested matters relating to assumption, rejection, and/or assignment of the Lease, and proceedings relating to relief from the automatic stay.

**EIGHTH: Lessee's Obligations to Pay Utilities.** The Lessee agrees that it will pay all charges for gas, electricity, illumination and other utilities ("Utilities") used on said Premises, and should said charges for Utilities herein provided for at any time remain due and unpaid for the space of thirty days after the same shall have become due, the Lessor may at its option consider the said Lessee tenant at sufferance and immediately re-enter upon said Premises and the entire rent for the rental period then next ensuing shall at once be due and payable and may forthwith be collected by distress or otherwise. In addition, it shall be considered a default of this Lease in the event a lien is placed against the Building or premises as the result of the work performed by Lessee or Lessee's contractors, subcontractors or agents and such lien is not released within thirty (30) days of Lessee receiving notice of such lien.

**NINTH: Lessor's Lien.** The said Lessee hereby pledges and assigns to the Lessor all the furniture, fixtures, goods, and chattels of said Lessee, which shall or may be brought or put on said Premises as security for the payment of the rent herein reserved, and the Lessee agrees that the said lien may be enforced by distress foreclosure or otherwise at the election of the said Lessor, and does hereby agree to pay attorney's fees of ten percent of the amount so collected or found to be due, together with all costs and charges therefore incurred or paid by Lessor.

**TENTH: <INTENTIONALLY DELETED>**

**ELEVENTH: Lessor's Right of Entry.** The Lessor, or any of its agents, shall have the right to enter said Premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said Building, or to exhibit said Premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this Lease, or to the rules and regulations of the Building. Lessor shall give Lessee reasonable advance notice of its intent to enter and inspect the Premises except in the case of an emergency and Lessor shall utilize its good faith efforts to minimize interference with the conduct of Lessee's business on the Premises. Lessor shall not enter any FAA restricted areas of the Premises, except as allowed in accordance with FAA regulations.

**TWELFTH: Condition of Premises.** (a) Subject to Paragraph 36, Lessee hereby accepts the Premises in the condition they are in at the beginning of this Lease and as shown on Exhibit "A" and agrees to maintain said Premises in the same condition, order and repair as they are at the commencement of said term, excepting only

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reasonable wear and tear arising from the use thereof under this Lease, and to make good to said Lessor immediately upon demand, any damage to water apparatus, or electric lights, or any fixtures, appliances or appurtenances of said Premises, or of the Building, not caused by any act or neglect of Lessor, or reimburse Lessor for the reasonable costs of any such repair or damage.

(b) Lessee shall give written notice to Lessor not less than thirty (30) days prior to the end of the term of this Lease for the express purpose of arranging a meeting with Lessor for a joint inspection of the Premises. At such meeting, Lessee and Lessor shall make a list of all repairs that are required to be made by Lessee. In the event (i) Lessee does not provide such written notice or make itself available for the joint inspection, (ii) Lessee does not make the repairs noted at the joint inspection prior to the end of the term of this Lease or (iii) Lessee (its subtenants, assignees, agents, contractors or invitees) causes or permits to occur any further damage to the Premises between the time of the joint inspection and the end of the term of this Lease, then Lessor shall have the right to obtain prices for the required repairs and submit a bill for same to Lessee for immediate payment by Lessee pursuant to this Paragraph 12(c). The prices for the required repairs obtained by Lessor shall be deemed conclusively correct for the purpose of determining the cost to make the repairs.

(c) As power interruption can cause damage to the EXIT and EMERGENCY lights and other portions of the Premises, Lessee shall continuously maintain electrical service to the Premises until the expiration of the Lease term. In addition, Lessee shall provide Lessor with written notice a minimum of five (5) business days prior to disconnecting power so Lessor will have adequate time to put the service in Lessor's name. In the event Lessee fails to maintain electrical service or provide notice to Lessor as described above, Lessee shall reimburse Lessor for the cost of repairing any damage caused by the resulting power interruption.

**THIRTEENTH: Waiver and Indemnification.** (a) Except for the negligence or intentional misconduct of Lessor or any person or persons in the employ or under the control of the Lessor, it is expressly agreed and understood by and between the parties to this Lease, that the Lessor shall not be liable for any damage or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said Building.

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(b) Except for Lessor's negligence or intentional acts and except as may be specifically provided elsewhere in this Lease, Lessor shall not be liable for any damage or injury to any person or property whether it be to the person or property of the Lessee, its employees, agents, invitees, licensees or guests by reason of Lessee's occupancy of the Premises or because of fire, flood, windstorm, water, acts of God or third parties or for any other reason beyond the control of Lessor.

**FOURTEENTH: Bankruptcy.** It shall be a default hereunder if the Lessee shall become insolvent, files or has filed against it a bankruptcy petition or otherwise becomes a debtor under the bankruptcy or insolvency law of any jurisdiction, makes an assignment for the benefit of creditors, or has a receiver appointed before the end of said term, and the Lessor is hereby irrevocably authorized at its option, to forthwith cancel this Lease or exercise any other rights or remedies provided hereunder or under applicable law. Lessor may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without effecting Lessor's

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rights as contained in this Lease, but no receiver, trustee or other judicial officer shall ever have any right, title or interest in or to the above described Premises by virtue of this Lease.

**FIFTEENTH:** <INTENTIONALLY DELETED>

**SIXTEENTH:** Binding Effect. This Lease shall bind the Lessee and its assigns or successors, and the heirs, assigns, administrators, legal representatives, executors or successors as the case may be, of the Lessee.

**SEVENTEENTH:** Time is of the Essence. It is understood and agreed between the parties hereto that time is of the essence of this Lease and this applies to all terms and conditions contained herein.

**EIGHTEENTH:** Notice. All notices shall be deemed to have been duly given upon receipt of written notice via certified mail, return receipt requested, on the date of delivery or the date delivery is refused. Notices to Lessee shall be sent to the Premises with a copy to:

Spirit Airlines, Inc.  
Attn: Corporate Real Estate  
2800 Executive Way  
Miramar, FL 33025

With a copy to: Spirit Airlines, Inc.

Attn: Legal Department  
2800 Executive Way  
Miramar, FL 33025

Notices to Lessor shall be sent to the office of Lessor as defined in Witnesseth Paragraph of this Lease.

**NINETEENTH:** Cumulative Rights & No Forfeiture. The rights of the Lessor under the foregoing shall be cumulative, and failure on the part of the Lessor to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

**TWENTIETH:** Charges. It is further understood and agreed between the parties hereto that any charges against the Lessee by the Lessor for services or for work done on the Premises by order of the Lessee, to comply with applicable law as set forth in Paragraph Third, or otherwise accruing under this Lease shall be considered as rent due and shall be included in any lien for rent due and unpaid.

**TWENTY-FIRST:** Signage. (a) It is hereby understood and agreed that any signs or advertising to be used, including awnings, in connection with the Premises leased hereunder shall be first submitted to the Lessor for written approval before installation of same.

(b) Lessee may install an eighteen inch (18") high by four-foot (4') wide sign on the glass panel over its front door. Said sign shall be white vinyl and surface-applied and shall be subject to Lessor's reasonable written approval. The defined copy area is attached as Exhibit "D-1".

(c) Lessee shall also be given the opportunity to have shared signage on a monument sign existing and located to the west of the Building. Lessee's portion of the sign shall be installed by Lessor. The copy and graphics shall be in Lessee's corporate colors. A conceptual example of such signage is attached as Exhibit "D-2". Lessee shall reimburse Lessor for the actual cost for such signage at the time the parties mutually approve same.

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**TWENTY-SECOND:** Lessee's Insurance. All personal property placed or moved in the Premises and tenant improvements to the Premises shall be at the risk of Lessee or the owner thereof, and Lessor shall not be liable to Lessee for damages to same unless caused by or due to negligence of Lessor, Lessor's agents or employees. Lessee agrees to obtain liability insurance containing a single limit of not less than [\*\*\*] for both property (including but not limited to fire hazard) and bodily injury, at its own cost, with no self-insurance retention or deductible. Lessee consents to provide Lessor with a Certificate of Insurance, as above described, naming Lessor as additional insured and favoring the Lessor with a thirty (30) day notice of cancellation via endorsement.

**TWENTY-THIRD:** (a) Lessee's Repairs. Except as described below, Lessee is responsible for the maintenance and repair of the Premises, including but not limited to all doors, plumbing, mechanical and electrical systems and any items which the Lessee installs or has others install. If Lessee or any agent, employee, invitee or contractor of Lessee damages any portion of the Building or Premises, including but not limited to the roof and exterior windows, the requisite repair shall be done at Lessee's sole cost. Moreover, any damage caused by Lessee, or any agent, employee, invitee or contractor of Lessee, to the roof or to the Building exterior shall be repaired by Lessor at Lessee's sole expense. In addition, Lessee shall be solely responsible for keeping the Premises secure at all times. Said responsibility to secure the Premises shall require Lessee to board up any broken windows and doors. Lessee shall, at its own cost and expense, enter into a regularly scheduled preventive maintenance/service contract with a maintenance contractor reasonably approved by Lessor, for servicing all heating and air conditioning systems and equipment serving the Premises. Such contract must become effective within thirty (30) days of the commencement of the term of this Lease.

(b) Storm Shutters. Lessor shall supply Lessee with access to storm shutters and associated hardware ("Shutters") that comply with applicable codes. Said storm shutters and associated hardware shall be stored by Lessee within the Premises and shall remain in the Premises as the property of Lessor at the expiration or earlier termination of this Lease. Lessee, at its option, may install the shutters upon issuance of a "Hurricane Watch". In the event Lessee installs the shutters, Lessee shall remove the shutters from the Building and return said shutters to the storage area designated by Lessor within five (5) business days after the Hurricane Watch is lifted. Lessee shall perform the work described above and shall repair any damage to the Building and/or shutters caused while performing such work at its sole cost and expense. Neither Lessor nor Lessee shall have any obligation under this Lease to install the shutters unless Lessor or Lessee is required to do so by code, in which case all such work shall be Lessee's sole responsibility.

(c) HVAC. [\*\*\*]

**TWENTY-FOURTH:** Broker. Lessee represents and warrants that Studley, Inc. ("Lessee's Broker") is the only broker that Lessee has worked with in connection with this Lease. Any commission which is now or in the future may be due and payable to Lessee's Broker with regard to this Lease shall be paid by Lessor in accordance with a separate agreement between Lessor and Lessee's Broker. Lessor agrees to indemnify and hold Lessee harmless from any and all liability for the payment of such commission and any other commission claimed by a broker as a result of the actions of Lessor. Lessee agrees to indemnify and hold Lessor harmless from any and all liability for the payment of any commission claimed by a broker other than Lessee's Broker as a result of the actions of Lessee.

**TWENTY-FIFTH:** Lessor's Maintenance. Lessor agrees to provide water and sewer service to the Building and Premises, maintain the roof, fire sprinkler system, landscaping, irrigation system, the exterior of the Building, exterior lighting, exterior loading areas, parking areas, sidewalks and driveways, electric and plumbing systems that are outside of the Premises and not part of another lessee's premises and to keep the common areas reasonably clean of debris and to provide proper supervision and security of such areas as necessary. In addition, Lessor agrees to replace broken exterior windows and maintain the Building's exterior caulking as may be necessary to maintain

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water tightness. Lessee agrees to pay as additional rent Lessee's Proportionate Share of such costs, which costs include a management fee of five percent (5%) of the total rent and Expenses (as such term is described in Paragraph 28 below) due from lessees of the Building. "Lessee's Proportionate Share" shall be [\*\*\*]. Notwithstanding, Lessee and Lessor hereby agree that Lessor's maintenance obligations exclude any interior lighting and interior loading areas.

**TWENTY-SIXTH: Real Estate Taxes & Lessor's Insurance.** Lessor shall pay all taxes, assessments and levies charged or assessed by any governmental authority, (hereinafter collectively referred to as Taxes) upon its property in the Building and Lessee's Premises and land, Buildings or Premises in or upon which the Premises are located, and shall cause all-risk insurance to be maintained thereon in amounts not to exceed the full replacement cost of the improvements constituting the Building from time to time. Lessee agrees to pay as additional rent, without relief from valuation or appraisement laws, Lessee's Proportionate Share of any such taxes, of any premiums payable in respect of such insurance coverage, and of any premiums payable in respect of public liability insurance and rental insurance maintained by or for the Lessor in respect of the land and the Building.

**TWENTY-SEVENTH: Declaration of Protective Covenants and Restrictions.** Lessee recognizes that the Premises are subject to that certain Declaration of Protective Covenants and Restrictions for Miramar Park of Commerce

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and all amendments thereto. Under the Declaration, Sunbeam Properties, Inc. currently enforces the Declaration and operates and maintains the Common Area referred to therein. The Lessee agrees to pay as additional rent, on behalf of Lessor, Lessee's Proportionate Share of any and all maintenance or other assessments imposed by Sunbeam Properties, Inc. (or its successor) on the Lessor as owner of the Building as provided in the Declaration.

**TWENTY-EIGHTH: Lessee's Proportionate Share of Expenses.** Lessee shall pay [\*\*\*] per month plus applicable sales tax as an estimate of Lessee's Proportionate Share of the expenses (the "Expenses") described in Paragraphs 25, 26 AND 27. Said payment is hereby deemed to be additional rent and is in addition to all other sums to be paid by Lessee including but not limited to the schedule of rental payments described in the Witnesseth Paragraph on page 1 of this Lease. On an annual basis, Lessor shall notify Lessee what the actual expenses were over the previous calendar year and within thirty (30) days of such notice, Lessee shall pay as additional rent (or receive a reimbursement) for the difference, if any, plus applicable sales tax, between what Lessee paid as an estimate and the actual expenses. Lessee's share for a partial calendar year at the beginning or end of the term of this Lease shall be prorated on a per diem basis. In the event that Lessor adjusts its estimate of the expenses described in Paragraphs 25, 26 and 27 to more accurately reflect the actual expenses incurred, Lessee's monthly estimated payment of its Proportionate Share of such expenses shall be appropriately adjusted.

(b) [\*\*\*]

(c) [\*\*\*]

(d) Lessee's Proportionate Share of the Expenses described in Paragraph 25 shall exclude the following:

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- i. Repairs or other work occasioned by fire, windstorm or other casualty of any nature or by the exercise of the right of eminent domain. Notwithstanding, uninsured repairs and replacements to landscaping and irrigation required due to fire, windstorm or other casualty shall be included in Lessee's Proportionate Share of Expenses.
  - ii. Leasing commissions, attorneys' fees, costs and disbursements and other expenses incurred in connection with (i) leasing negotiations, or (ii) with respect to disputes, settlements, compromises, collection actions or litigation with other tenants, concessionaires, occupants, prospective tenants, or mortgages or with vendors, agents, independent contractors and others, unless such settlements or other expenses relate to work done at the common area of the Complex and is otherwise not an excluded expense pursuant to this Paragraph 28(f).
  - iii. Renovating or otherwise improving or decorating, painting or redecorating interior space for tenants, concessionaires and other occupants of the Complex.
  - iv. Lessor's costs of electricity and other services and materials furnished to other tenants of the Complex.
  - v. Costs incurred by Lessor for construction, alteration, or remodeling of the Building, the Complex, or the Common Area or any costs in accordance with sound accounting principles consistently applied considered to be capital improvements or replacements, unless such capital improvements or replacements are done to lower operating costs, in which event such capital cost shall be amortized over the longest period allowed by Generally Accepted Accounting Principles (GAAP) to the extent of such savings.
  - vi. Depreciation or amortization, bad debts, or reserves of any kind, including replacement reserves and reserves for bad debts or lost rent.
  - vii. Interest, penalties, principal payments, late fees, default interest, and other costs and expenses with respect to debt or amortization payments on any mortgages on any part of the Building, and/or the Complex, rental under any ground lease or underlying leases, or payments in the nature of a return on or of equity of any kind.
  - viii. Costs incurred due to a violation by Lessor or any tenant of the terms and conditions of any lease.
  - ix. Fines, penalties and any other costs incurred due to any violation by Lessor or any tenant, of any governmental code, regulation, and/or rule, and/or the terms of a lease.
  - x. Fees and costs paid to subsidiaries or affiliates of Lessor for services on or to the Building or the Complex in excess of market rates.
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- xi. Lessor's general, corporate overhead, general administrative expenses, travel and entertaining, and administrative expenses not specifically incurred in the operation of the Building or Complex; any compensation paid to clerks, tenants or other persons in commercial concessions operated by Landlord.
- xii. Wages, salaries and other compensation (including employee benefits) of all personnel, to the extent that they are involved in leasing space in the Complex and of all management personnel who are above the grade of general manager, and of their respective
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staff members to the extent that they are involved in activities other than the management, maintenance, operations and security.

- xiii. Rentals and other related expenses incurred in leasing air-conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature.
- xiv. All items and services for which any occupant or tenant of the Complex directly reimburses Lessor.
- xvi. Charitable-type and political contributions of Lessor.
- xvii. Cost and maintenance of paintings, sculptures or other art work leased and/or purchased for display in the Building or on the Complex.
- xviii. Cost of office space occupied by Lessor, its agents, employees or independent contractors for leasing or for other purposes other than property management activities.
- xix. Any other expense which under sound accounting principles consistently applied, would not be considered as reasonable management, security, maintenance or other operating expense.
- xx. Any concessions including but not limited to rent abatement, construction of improvements or other use granted by Lessor in favor of any occupant or tenant of the Complex.
- xxi. Any legal, accounting or other professional fees incurred by Lessor in connection with any mortgage indebtedness or underlying lease transactions including disputes between any persons holding such mortgage indebtedness or lease(s), refinancing costs, income or corporate taxes, capital gains taxes, inheritance taxes, taxes on rents or gross receipts (other than sales or use taxes), penalties and/or interest on late payments, consulting fees and personnel costs relating to capital expenditures, market study fees and costs, appraisals, structural repairs and replacements and any other fees, costs and expenses which are not applicable to the repair, replacement, maintenance, operation and/or security of the Complex.
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xxii.

The cost of any capital repairs, alterations, additions, changes, replacements and other capital cost items required by any law or governmental regulation imposed after the date of this Lease.

(e) Lessee shall have a right to audit Lessor's books and records with respect to Lessee's Proportionate Share of Expenses. If a discrepancy of more than [\*\*] is discovered by Lessee, Lessor shall pay to Lessee the reasonable costs for the audit. The discrepancy, if any, shall be paid by Lessee to Lessor (or Lessor to Lessee as appropriate) within thirty days of completion of the audit.

**TWENTY-NINTH:** Condemnation. (a) If the whole or any substantial part of the Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof and the taking would prevent or materially interfere with the use of the Premises for the purpose of which they are then being used, this Lease shall terminate and the rent shall be abated during the unexpired portion of this Lease, effective when the physical taking shall occur.

(b) If part of the Premises shall be taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, or by private purchase in lieu thereof, and this Lease is not terminated as provided in the Subparagraph above, this Lease shall not terminate but the rent payable hereunder during the unexpired portion of this Lease shall be reduced to such extent as may be fair and reasonable under all of the circumstances and Lessor shall undertake to restore the Premises to a condition suitable for the Lessee's use, as near to the condition thereof immediately prior to such taking as is a reasonably feasible under all the circumstances.

(c) In the event of any such taking or private purchase in lieu thereof, Lessor and Lessee shall each be entitled to receive and retain such separate awards and/or portion of lump sum awards as may be allocated to their respective interest in any condemnation proceedings; provided that Lessee shall not be entitled to receive any award for Lessee's loss of its Leasehold interest, the right to such award being hereby assigned by Lessee to Lessor.

**THIRTIETH:** Holdover. Should Lessee hold over and remain in possession of the Premises at the expiration of any term hereby created, Lessee shall, by virtue of this paragraph, become a Lessee by the month at [\*\*] the Rent per month of the last monthly installment of Rent above provided to be paid, which said monthly tenancy shall be subject to all the conditions and covenants of this Lease as though the same had been a monthly tenancy instead of a tenancy as provided herein, and Lessee shall give to Lessor at least thirty (30) days' written notice of any intention to remove from the Premises, and shall be entitled to thirty (30) days' notice from Lessor in the event Lessor desires possession of the Premises; provided, however, that said Lessee by the month shall not be entitled to thirty (30) days' notice in the event the said Rent is not paid in advance without demand, the usual thirty (30) days' written notice being hereby expressly waived. Notwithstanding anything to the contrary contained in this Paragraph 30, Lessee has the right to holdover at the holdover rental rate described above for up to six (6) months following the expiration of the then current term.

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**THIRTY-FIRST:** <INTENTIONALLY DELETED>

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**THIRTY-SECOND: Parking.** (a) **Overall Parking:** Lessee shall be entitled to the use of a total of sixty-eight (68) parking spaces on an unassigned, non-reserved basis around the building in which the Premises are located. From time to time Lessor may designate other areas in close proximity to said building that are available for Lessee's parking. All parking spaces may only be used for parking cars, trucks and vans. The parking of all other type of vehicles will require Lessor's prior written consent. Some of this parking may be provided by Lessor in the designated truck yard (the "Truckyard" outlined on Exhibit "A") and adjacent areas. Lessee shall at no time, without Lessor's prior written consent, cause more than said number of parking spaces to be occupied at any one time by its owners, contractors, employees or invitees.

(b) **Truck Parking:** Notwithstanding anything to the contrary contained hereinabove, Lessee must cause all trucks, trailers, truck cabs and any vehicles longer than sixteen feet (16'-0") in length belonging to, picking up from or delivering to, or in any way servicing Lessee, (hereinafter collectively referred to as "Trucks") to be parked directly behind the Premises in the Truckyard. Unless Lessee makes arrangements with other lessee(s) of the Building, Lessee shall not permit any Trucks to park behind any other premises. In addition, Lessee shall conduct all of its loading and unloading operations in the Truckyard and in a manner so as not to interfere with the operations of other lessees.

**THIRTY-THIRD: Hazardous Materials Standard.** Lessee, its successors and assigns shall comply with the Hazardous Materials Standard for the Miramar Park of Commerce attached hereto as Exhibit "B".

**THIRTY-FOURTH: Radon.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information may be obtained from your county public health unit.

**THIRTY-FIFTH: Force Majeure.** In any case, where either party hereto is required to do any act, except the payment of rent or other money, the term for the performance thereof shall be extended by a period equal to any delay caused by or resulting from acts of God, the elements, weather, war, civil commotion, fire or other casualty, strikes, lockouts, labor disturbances, inability to procure labor or materials, failure of power, government regulations or other causes beyond such party's reasonable control, whether such time be designated by a fixed date, a fixed time or a "reasonable time". Notwithstanding the foregoing, in the event Lessor is restoring the Premises due to damage caused by casualty (as described in Paragraph 4), the timeframes for any additional delay described in this Paragraph 35 shall not apply except if the delay is due to another casualty.

**THIRTY-SIXTH: (a) Lessor's Improvements.** Lessor agrees to "broom-sweep" the Premises. In addition, Lessor shall deliver said Premises with all existing systems and equipment in working order and all other portions of the Premises in their existing condition, all of which shall be conclusively presumed unless noted otherwise in writing by Lessee to Lessor within fifteen (15) days after lease commencement at which point Lessee accepts the Premises in "as-is" condition. Notwithstanding, Lessor makes no representation as to the condition of any voice and data lines or security system equipment that may or may not be present in the Premises and is not responsible for providing same in working order. Lessee accepts any voice and data lines or security system equipment in "as-is", "where-is" condition. Lessee further agrees if any renovations, changes or improvements other than the above-referenced improvements are necessary to accommodate Lessee's use, it shall be Lessee's sole responsibility to effect such improvements at Lessee's sole cost and expense. Moreover, Lessee acknowledges and agrees that Lessor makes no representations or warranties with respect to the suitability of the Premises for Lessee's particular use, except that to the best of Lessor's knowledge, Lessee's intended use, as set forth in this Lease, is permitted in the Premises. A copy of the current Certificate of Occupancy for the Premises is attached as Exhibit "E". Lessee also acknowledges that Lessor has made and shall be making no improvements within the Premises which are intended to accommodate rack storage or the use, handling, storage, distribution or transportation of hazardous materials which may be brought in, on, or around the Premises by Lessee, or its employees, agents, invitees, licensees or guests.

(b) Notwithstanding the foregoing, the parties acknowledge that as of the execution date of this Lease, the Premises is occupied by another lessee (Doctor Diabetic Supply), and contains

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furniture, fixtures, inventory and other items of personal property belonging to said lessee. Such furniture, fixtures, inventory and other items of personal property are subject to being removed by said lessee and may or may not be in place upon the commencement of this Lease. Exhibit "F" is attached hereto and provides a partial list of items that are subject to removal.

**THIRTY-SEVENTH:** Alterations. Lessee shall not make any alterations without the prior written consent of Lessor, said consent not to be unreasonably withheld or delayed. All alterations, additions, fixtures, improvements,

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and partitions erected by Lessee shall be and remain the property of lessee during the term of this Lease and shall become the property of Lessor as of the date of termination of this Lease, or upon earlier vacating of the Premises, and title shall pass to Lessor under this Lease as by a bill of sale. Provided Lessee is not in default or otherwise indebted to Lessor, all movable office furniture, shelves, bins, equipment and trade fixtures installed by Lessee may be removed by the Lessee prior to the termination of this Lease, if the Lessee so elects, and shall be removed by the date of termination of the Lease or upon earlier vacating of the Premises if required by Lessor. For purposes of this Paragraph, the term "equipment and trade fixtures" shall not include HVAC, electrical, or plumbing components (including, but not limited to, air conditioning systems or electrical transformers, panels and transfer switches) or any other similar items, which would generally be installed in or affixed permanently to the Premises or Building. Upon any such removal Lessee shall restore the Premises to its original condition, ordinary wear and tear excepted. All such removals and restorations shall be accomplished in a good workman like manner so as not to damage the primary structure, roof or structural qualities of the building and other improvements within which the Premises are situated. In no event shall Lessor be required to (i) compensate Lessee for alterations, additions, improvements or partitions erected by Lessee on or within the Premises, or (ii) compensate Lessee for shelves, bins, equipment and trade fixtures installed by Lessee on or within the Premises and which are not removed by Lessee at Lease termination or early vacation or the Premises by Lessee. Prior to commencing any work or installing any equipment in excess of [\*\*\*] in, on or about the Premises, Building or Property, Lessee shall:

- (1) Notice of Commencement. File a Notice of Commencement with Broward County and provide Lessor with a copy of same;
  - (2) Subcontracts. Enter into a contract with its contractor and/or other persons who will do the work and install the equipment referred to, which contract will provide, among other things, that said work shall be done and equipment installed in a good workmanlike manner in accordance with the plans and specifications previously approved and consents, authorizations, and licenses previously obtained and which contract shall provide that the contractor, subcontractor, or other person referred to above will look solely to Lessee for payment and will hold Lessor and the premises free from all liens and claims of all persons furnishing labor or materials therefor, and will also provide that similar waivers of the rights to file liens shall be obtained from any and all said contractors or materialmen. A copy of said contract, together with a duly executed waiver of the right to file liens executed by the contractor, subcontractor, or other persons referred above, shall be furnished to Lessor as a condition of Lessor approving such alterations or installations.
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- (3) Indemnification. Indemnify and save Lessor harmless against any and all bills for labor performed and equipment, fixture, and materials furnished to Lessee in connection with said work as aforesaid and against any and all liens, bills or claims therefore or against the premises and from and against all loss, damages, costs, expenses, suits, claims, and demands related to such work.
- (4) Insurance. Lessee and/or all contractors which Lessee employs shall procure and maintain at Lessee's and/or Lessee's contractors' own cost and expense insurance against claims under Workman Compensation Acts with limits of [\*\*\*] for Employers Liability Insurance.
- (5) Inspections. Lessor shall have the right to place its supervisory personnel or representatives on the job during the course of construction, at Lessor's expense, for the purpose of making inspections and insuring that Lessee and Lessee's contractors, suppliers, and materialman comply with these conditions.
- (6) Impact Fees. In the event Lessee's alterations to the Premises cause the City of Miramar to assess impact fees, Lessee shall be solely responsible for paying same. (In particular, Lessee acknowledges that the addition of plumbing fixtures may result in water and sewer impact fees being assessed by the City and that such fees shall be Lessee's sole responsibility to pay.)

**THIRTY-EIGHTH: Use and Exclusives.** Lessee's use of the space shall be for general office purposes and employee training which includes, but is not limited to, the use of conference and computer facilities, employee kitchen and related facilities, and other legally permitted use consistent with the characteristics of a first-class office building in Broward County which does not conflict with the exclusive uses granted to other lessees and owners at Miramar Park of Commerce and listed in Exhibit "G" attached.

**THIRTY-NINTH: Waiver of Subrogation.** Lessor and Lessee hereby release the other for and from all liability for loss or damage to the Premises, Lessee's property and to any and all property of any kind owned by or in the custody, care, or control of either Lessor or Lessee caused by and of the perils or risks which can be insured by Lessor or Lessee under a fire and extended coverage insurance policy and endorsements, notwithstanding the fact that such loss or damage is caused or contributed to by any act or omission of Lessor, Lessee, their agents, servants, employees, or

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visitors, and whether or not such property of Lessor and Lessee shall be actually insured, provided that either party shall continue to be liable for any loss occasioned by Lessee's failure to obtain insurance.

**FORTIETH: Current Tenant.** Notwithstanding anything to the contrary contained herein, Lessee and Lessor acknowledge that a portion of the Premises is currently occupied by Doctor Diabetic Supply ("Current Tenant"). If Current Tenant fails to vacate same by January 1, 2014, thereby delaying the date that Lessor is able to deliver occupancy of the Premises to Lessee, Lessee and Lessor agree to make the appropriate adjustments to the dates

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and rental schedule described in this Lease. Such adjustments shall be verified in writing, however, the term of the Lease shall end on January 31, 2025.

**FORTY-FIRST:** Cross-Default, Lessee and Lessor acknowledge that Lessee has a separate lease agreement with Lessor for property located at 2800 - 2888 Executive Way, Miramar, Florida dated June 18, 1999 ("MPC-16 Lease") and if Lessee is in default of any of its monetary obligations under this Lease or the MPC-16 Lease, or is in default of any material non-monetary obligation under this Lease or the MPC-16 Lease any such default in one lease shall be deemed a default of both leases.

<signature page follows>

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**IN WITNESS WHEREOF**, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

Signed, sealed and delivered in the presence of:

LESSOR: Sunbeam Development Corporation

/s/ Clara Pink By: /s/ Andrew L. Ansin

Witness Sign Name Andrew L. Ansin, Vice President

Clara Pink 9/26/13

Witness Print Name Date

/s/ Yvette Garcia

Witness Sign Name

Yvette Garcia

Witness Print Name

LESSEE: Spirit Airlines, Inc.

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/s/ Antony Tam By: /s/ Charles A. Rue  
Witness Sign Name Sign

Antony Tam Charles A. Rue  
Witness Print Name Print

/s/ C.W. Sandifer VP Supply Chain  
Witness Sign Name Title

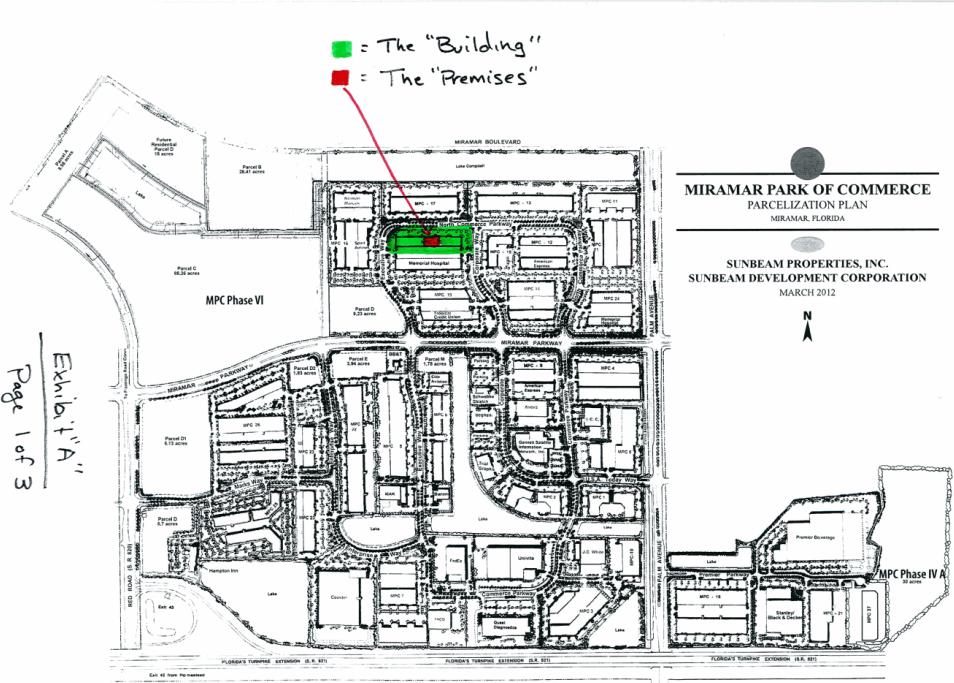
C.W. Sandifer 9/18/13  
Witness Print Name Date

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Exhibit "A"

Page 1: Parcel Plan of Miramar Park of Commerce identifying the location of the Building & Premises

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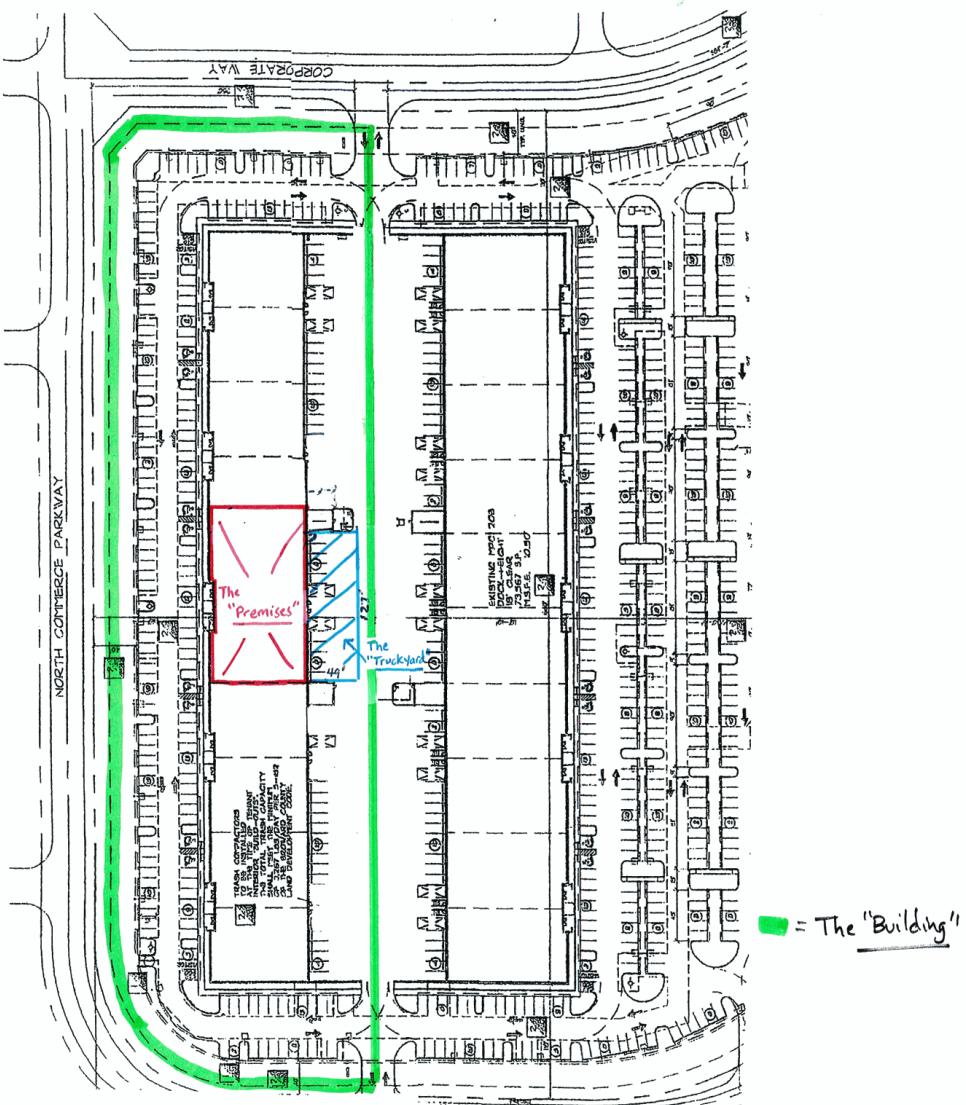
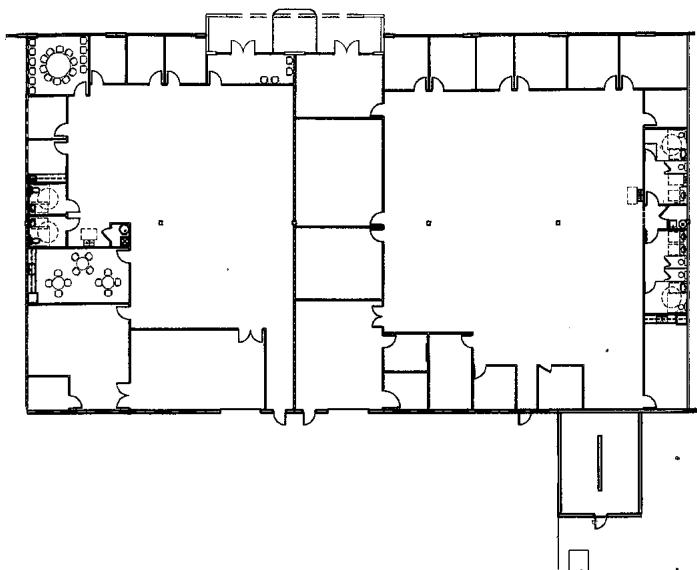


Exhibit "A"

Page 2 of 3

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Page 3: Floor Plan of the Existing Premises



Floor Plan of the Existing Premises

Exhibit "A"

Page 3 of 3

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Exhibit "B"

Hazardous Materials Standard for the Miramar Park of Commerce

(pdf attached)

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Exhibit "C"

<Intentionally Deleted>

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Exhibit "D"

Page 1: Above-Door Sign Standard  
(pdf attached)

Page 2: Ground-Mounted Sign Standard  
(pdf attached)

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Exhibit "E"

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Current Certificates of Occupancy for the Premises

(pdf attached)

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Exhibit "F"

personal property subject to possible removal from the Premises

- Furniture
  - Cabinetry
  - Phone and data wiring
  - Phone Switch
  - Fire Alarm System
  - Security System
  - Computers and other equipment that is not attached to the Premises
  - Shelving
  - Racks
  - Scissor gates at overhead doors
  - Dock lights at overhead doors
  - Generator and fuel tank(s)
  - UPS and other backup power systems
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**Exhibit "G"**

**Exclusives of Other Lessees and Owners  
at Miramar Park of Commerce**

The Premises shall not be used by Lessee or any sublessee, assignee or other successor in interest to Lessee as a culinary school.



THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

AIRBUS A320 FAMILY PURCHASE AGREEMENT

Dated as of May 5, 2004

Between

AVSA S.A.R.L.,

and

SPIRIT AIRLINES, INC

Seller

Buyer

NKS-A320 FAMILY-PA

i

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C O N T E N T S

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<u>CLAUSES</u>	<u>TITLE</u>	
0 -	DEFINITIONS	2
1 -	SALE AND PURCHASE	9
2 -	SPECIFICATION	10
3 -	PRICE	12
4 -	PRICE REVISION	16
5 -	PAYMENT TERMS	17
7 -	CERTIFICATION	21
8 -	TECHNICAL ACCEPTANCE	23
9 -	DELIVERY	25
10 -	EXCUSABLE DELAY AND TOTAL LOSS	27
11 -	INEXCUSABLE DELAY	29
12 -	WARRANTIES AND SERVICE LIFE POLICY	31
13 -	PATENT AND COPYRIGHT INDEMNITY	48
14	TECHNICAL DATA	51
15 -	SELLER REPRESENTATIVES	56
16 -	TRAINING AND TRAINING AIDS	59
17	SUPPLIER PRODUCT SUPPORT	76
18 -	BUYER FURNISHED EQUIPMENT	78
19 -	INDEMNITIES AND INSURANCE	82
20 -	ASSIGNMENTS AND TRANSFERS	85
21	TERMINATION	87



22 -	MISCELLANEOUS PROVISIONS	92
23.	CERTAIN REPRESENTATIONS OF THE PARTIES	97

Spirit Airlines-A320 FAMILY - PA

iii

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CONTENTS

EXHIBITS

---

EXHIBIT A-1	A319 STANDARD SPECIFICATION
EXHIBIT A-2	A320 STANDARD SPECIFICATION
EXHIBIT A-3	A321 STANDARD SPECIFICATION
EXHIBIT A-4	SCN's
EXHIBIT B-1	A319 SCN FORM A320 SCN FORM A321 SCN FORM
EXHIBIT B-2	A319 MSCN FORM A320 MSCN FORM A321 MSCN FORM
EXHIBIT C	SELLER SERVICE LIFE POLICY
EXHIBIT D	CERTIFICATE OF ACCEPTANCE
EXHIBIT E	BILL OF SALE
EXHIBIT F	TECHNICAL DATA AND SOFTWARE SERVICES
APPENDIX 1 TO EXHIBIT F	LICENSE FOR USE OF SOFTWARE
APPENDIX 2 TO EXHIBIT F	LICENSE FOR USE OF AIRBUS ON-LINE SERVICES
ATTACHMENT 1 TO APPENDIX 2 TO EXHIBIT F	AIRBUS ON LINE SERVICES
EXHIBIT G	SELLER PRICE REVISION FORMULA
EXHIBIT H	PROPELLION SYSTEMS PRICE REVISION FORMULA

Spirit Airlines-A320 FAMILY - PA

iv

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## P U R C H A S E A G R E E M E N T

This agreement is made this 5<sup>th</sup> day of May 2004

between

AVSA, S.A.R.L. a société à responsabilité limitée organized and existing under the laws of the Republic of France, having its registered office located at  
2, rond-point Maurice Bellonte  
31700 BLAGNAC  
FRANCE

(hereinafter referred to as the "**Seller**")

and

SPIRIT AIRLINES, INC. a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate offices located at 2800 Executive Way, Miramar, Florida 33025 (hereinafter referred to as the "**Buyer**")

WHEREAS the Buyer wishes to purchase and the Seller is willing to sell new Airbus A319-100 model Aircraft and /or A320 model Aircraft and/or A321 model Aircraft, on the terms and Conditions herein provided; and

WHEREAS the Seller is a sales subsidiary of Airbus S.A.S. and will purchase such aircraft from Airbus S.A.S. for immediate resale to the Buyer,  
NKS-A320 FAMILY-PA - Draft 4

1

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NOW THEREFORE IT IS AGREED AS FOLLOWS:

### 0 - DEFINITIONS

For all purposes of this agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms will have the following meanings:

Affiliate - with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by or under common control with such person or entity, not including any of the Associated Contractors.

Agreement - this Airbus A320 Family mochas agreement, including all exhibits and appendixes attached hereto, as the same may be amended or modified and in effect from time to time.

A319 Aircraft - any or all of the (i) A319 Firm Aircraft; or (ii) Option Aircraft or Rolling Option Aircraft that have been converted into firmly ordered A319 aircraft.

A319 Airframe - any A319 Aircraft, excluding Propulsion Systems.

A319 Firm Aircraft - any or all of the eleven (11) firm A319-100 Aircraft for which the delivery schedule is set forth in Clause 9.1.1 hereof together with all components, equipment, parts and accessories installed in or on such aircraft and the Propulsion Systems installed thereon upon delivery.

A319 Propulsion System - the two (2) International Aero Engines IAE V2524-A5 powerplants installed on an A319 Aircraft at Delivery, each composed of the powerplant (as such term is defined in Chapters 70-80 of ATA Specification 100 (Revision 21), but limited to the equipment, components, parts and accessories included in the powerplant, as so defined) that have been sold to the Manufacturer by the Propulsion Systems manufacturer.

A319 Specification - the A319 Standard Specification as amended by the applicable SCNs itemized in Exhibit A-4 attached hereto and any thereafter agreed between Buyer and Seller as evidenced by executed Specification Change Notices, including maximum[\*\*\*], as such document may be amended from time to time.

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A319 Standard Specification - the A319 standard specification document number J.000.01000, Issue 4 revision 1, dated April 30, 2001, published by the Manufacturer, a copy of which is annexed as Exhibit A-1 hereto.

A320 Aircraft - any or all of the (i)A320 Finn Aircraft, or (ii) Option Aircraft or Rolling Option Aircraft that have been converted into firmly ordered A320 aircraft; or (iii) A319 Aircraft that have been converted into firmly ordered A320 Aircraft.

A320 Airframe - any A320 Aircraft, excluding Propulsion Systems

A320 Family Aircraft - Airbus A319-100, A320-200 or A321-200 model aircraft.

A320 Propulsion Systems - the two (2) IAE V2527-A5 powerplants installed on an A319 Aircraft at Delivery, each composed of the powerplant (as such term is defined in Chapters 70-80 of ATA Specification 100 (Revision 21), but limited to the equipment, components, parts and accessories included in the powerplant, as so defined) that have been sold to the Manufacturer by the Propulsion Systems manufacturer.

A320 Specification - the A320 Standard Specification as amended by the applicable SCNs set forth in Exhibit A-4 attached hereto and any thereafter agreed between Buyer and Seller as evidenced by executed Specification Change Notices, including [\*\*\*] as such document may be amended from time to time.

A320 Standard Specification - the A320 standard specification document number D.000.02000, Issue 5 revision 1, dated April 30, 2001, published by the Manufacturer, a copy of which annexed as Exhibit A-2 hereto.

A321 Aircraft - any or all of the (i) A321 Firm Aircraft; or (ii) Option Aircraft or Rolling Option Aircraft that have been converted into firmly ordered A321 aircraft or (iii) A319 Aircraft that have been converted into firmly ordered A321 aircraft.

A321 Airframe - any A321 Aircraft, excluding Propulsion Systems.

A321 Firm Aircraft - any or all of the four (4) firm A321 Aircraft for which the delivery schedule is set forth in Clause 9.1.1 hereof to be sold by the Seller and purchased by the Buyer pursuant to this Agreement, together with all components, equipment, parts and accessories installed thereon upon delivery.

A321 Propulsion System - the two (2) IAE V2533-A5 powerplants installed on an A321 Aircraft at Delivery, each composed of the powerplant (as such term is defined in Chapters 70-80 of ATA Specification 100 (Revision 21), but limited to the equipment, components, parts and accessories included in the powerplant, as so defined) that have been sold to the Manufacturer by the Propulsion Systems manufacturer.

A321 Specification - the A321 Standard Specification as amended by the applicable SCNs itemized in Exhibit A-4 attached hereto and any thereafter agreed between Buyer and Seller as evidenced by executed Specification Change Notices, including [\*\*\*] as such document may be amended from time to time.

A321 Standard Specification - the A321 standard specification document number E.000.0200, Issue 2 revision 1, dated April 30, 2001, published by the Manufacturer, a copy of which is annexed as Exhibit A-3 hereto.

Aircraft - any or all of the A319 Firm Aircraft, A321 Firm Aircraft and any or all of the Option Aircraft that have been converted to a firm order to be sold by the Seller and purchased by the Buyer pursuant to this Agreement.

Airframe - any Aircraft, excluding the Propulsion Systems.

ANACS - Airbus North America Customer Services, Inc., a corporation organized and existing under the laws of Delaware, having its registered office located at J98 Van Buren Street, Suite 300, Herndon, VA 20170, or any successor thereto.

Associated Contractors - collectively, the following subcontractors of the Manufacturer:

(1) Airbus France S.A.S., whose principal office is at  
316, route de Bayonne  
31060 Toulouse  
France

(2) Airbus UK Ltd, whose principal office is at  
Warwick House  
PO Box 87  
Farnborough Aerospace Centre  
Farnborough  
Hants GU14 6YU  
England

(3) Airbus Espana S.L., whose principal office is at  
404 Avenida de Aragon  
28022 Madrid  
Spain

(4) Airbus Deutschland GmbH, whose principal office is at  
Kreetslag 10  
Postfach 95 01 09  
21111 Hamburg  
Germany

ATA - the Air Transport Association of America

ATA Specification 100 - the specification issued by the Air Transport Association of America relating to manufacturers' technical data.

ATA Specification 101 - the specification issued by the Air Transport Association of America relating to ground equipment technical data.

ATA specification 102 - the specification issued by the Air Transport Association of America relating to software programs.

ATA Specification 200 - the specification issued by the Air Transport Association of America relating to integrated data processing.

ATA Specification 300 - the specification issued by the Air Transport Association of America relating to the packaging of spare parts shipments.

ATA Specification 2000 - the specification issued by the Air Transport Association of America relating to an industry-wide communication system linking suppliers and users for the purposes of spares provisioning, purchasing, order administration, invoicing and information or data exchange.

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ATA Specification 2100 - the specification issued by the Air Transport Association of America relating to the standards for the presentation of technical information prepared as digital media (magnetic tape or CD ROM).

Aviation Authority - when used with respect to any jurisdiction, the government entity that, under the laws of such jurisdiction, has control over civil aviation or the registration, airworthiness or operation of civil aircraft in such jurisdiction.

Balance of the Final Contract Price - means the amount payable by the Buyer to the Seller on the Delivery Date for an Aircraft after deducting from the Final Contract Price for such Aircraft the amount of all Predelivery Payments received by the Seller from the Buyer in respect of such Aircraft on or before the Delivery Date for such Aircraft.

Base Price - for any Aircraft, Airframe, SCNs or Propulsion Systems, as more completely defined in Clause 3.1 of this Agreement.

Buyer Furnished Equipment (BFE) - for any Aircraft, all the items of equipment that will be furnished by the Buyer and installed in the Aircraft by the Seller, as defined in the Specification.

Customer Originated Changes (COC) - Buyer-originated data that are introduced into Seller's Technical Data and Documentation, as more completely set forth in Clause 14.9.3 of this Agreement.

Delivery - the transfer of title and tender of possession of the Aircraft from the Seller to the Buyer, in accordance with Clause 9.

Delivery Date - the date on which Delivery will occur.

Delivery Location - [\*\*\*]

Development Changes - as defined in Clause 2.1.4 of this Agreement.

DGAC - the Direction Générale de l'Aviation Civile of France, or any successor thereto.

EASA - European Aviation Safety Agency or any successor agency thereto.

Excusable Delay - delay in delivery or failure to deliver an Aircraft due to causes specified in Clause 10.1 of this Agreement.

Export Certificate of Airworthiness - an export certificate of airworthiness issued by the Aviation Authority of the Delivery Location.

FAA - the U.S. Federal Aviation Administration, or any successor thereto.

Final Contract Price - as defined in Clause 3.2 of this Agreement.

Spirit Airlines - A320 FAMILY - PA

5

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Firm Aircraft - any or all of the A319 Firm Aircraft, A321 Firm Aircraft.

Free Carrier (FCA) - as defined in Incoterms 2000: ICC Official Rules for the Interpretation of Trade Terms, published by the International Chamber of Commerce.

In-house Warranty - as referred to in Clause 12.1.8 of this Agreement.

In-house Warranty Labor Rate - as defined in Clause 12.1.8(v)(b) of this Agreement.

Initial Payment - each of the initial payment amounts described in Clause 5.3. of this agreement

Interface Problem - as defined in Clause 12.4.1 of this Agreement.

LBA - Luftfahrt-Bundesamt of Germany or any successor thereto.

LIBOR - the London Interbank Offered Rate for each stated interest period, the rate determined on the basis of the offered rates for deposits in US dollars for six-months deposits in US dollars, appear on the Reuters Screen LIBO Page as of 11:00 a.m., London time, on the day that is two (2) days (other than a Saturday, Sunday or a

day that is a legal holiday or a day on which banking institutions are authorized to close in the City of New York, New York, London, England, or Paris, France before the first day of an interest period. If at least two (2) such offered rates appear on the Reuters Screen LIBO Page, the rate for that interest period will be the arithmetic mean of such offered rates rounded to the nearest one-hundred thousandth of a basis point. If only one (1) offered rate appears, the rate for that interest period will be "LIBOR" as quoted by National Westminster Bank, plc. "Reuters Screen LIBO Page" means the display designated as page "LIBO" on the Reuters Monitor Money Rates Service (or any successor to such page or service).

Manufacturer - Airbus S.A.S. a *Société par Actions Simplifiée* established under the law of the Republic of France.

Manufacturer Specification Change Notice (MSCN) - as defined in Clause 2.1.3 of the Agreement.

Option Aircraft - any or all of the A320 Family Aircraft on option order for which the delivery schedule is set forth in the Agreement, and which may be sold by the Seller and purchased by the Buyer pursuant to this Agreement, together with all components, equipment, parts and accessories installed in or on such aircraft and the Propulsion Systems installed thereon upon delivery.

Predelivery Payment - any of the payments made in accordance with Clause 5.2 of this Agreement.

Predelivery Payment Reference Price - as defined in Clause 5.2.2 of this Agreement.

Spirit Airlines - A320 FAMILY - PA

6

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Propulsion Systems - either or all of the A319 Propulsion Systems, the A320 Propulsion Systems or the A321 Propulsion Systems.

Propulsion Systems Price Revision Formula - the Propulsion Systems price revision formula set forth in Exhibit H hereto.

Ready for Delivery - when (i) the Technical Acceptance Process has been successfully completed for an Aircraft and (ii) the Export Certificate of Airworthiness has been issued for such Aircraft.

Reference Price - as set forth in Clause 3.1.1.3 of the Agreement.

Rolling Option Aircraft - any or all of the up to [\*\*\*] A320 Family Aircraft that may be placed on option order pursuant to this Agreement and which may be sold by the Seller and purchased by the Buyer pursuant to this Agreement, together with all components, equipment, parts and accessories installed in or on such aircraft and the Propulsion Systems installed thereon upon delivery.

Scheduled Delivery Month - as defined in Clause 9.1.1 of the Agreement.

Seller Price Revision Formula - the airframe price revision formula set forth in Exhibit G hereto.

Service Life Policy - as set forth to in Clause 12.2 of this Agreement

Specification - either or all of the A319 Standard Specification, A320 Standard Specification or the A321 Standard Specification; as the context may require, as amended by the SCN's set forth in Exhibit A-4 hereto as may be further amended or modified in accordance with this Agreement

Specification Change Notice (SCN) - as defined in Clause 2.1.2 of the Agreement.

Supplier - any supplier of Supplier Parts.

Supplier Part - any component, equipment, accessory or part installed in an Aircraft at the time of Delivery thereof, not including the Propulsion Systems or Buyer Furnished Equipment, for which there exists a Supplier Product Support Agreement.

Supplier Product Support Agreement - an agreement between the Manufacturer and a Supplier containing enforceable and transferable warranties (and in the case of landing gear suppliers, service life policies for selected structural landing gear elements).

Technical Data - as set forth in Exhibit F hereto.

Termination Event - as defined in Clause 21.1 and 21.2 of this Agreement.

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Training Conference - as defined in Clause 16.4.1 of this Agreement.

Warranted Part - as defined in Clause 12.1.1 of this Agreement.

Spirit Airlines - A320 FAMILY - PA

7

Warranty Claim - as defined in Clause 12.1.7(v) of this Agreement.

Working Day - with respect to any action to be taken hereunder, a day other than a Saturday, Sunday or other day designated as a holiday in the jurisdiction in which such action is required to be taken.

The terms "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement, and not a particular Clause thereof. The definition of a singular in this Clause will apply to plurals of the same words.

Technical and trade terms not otherwise defined herein will have the meanings assigned to them as generally accepted in the aircraft manufacturing industry.

Spirit Airlines - A320 FAMILY - PA

8

## 1 - SALE AND PURCHASE

The Seller will cause to be manufactured, will acquire and will sell and deliver, and the Buyer will purchase (from the Seller) and take delivery of, the Aircraft, subject to, the terms and conditions in this Agreement.

Spirit Airlines - A320 FAMILY - PA

9

## 2 - SPECIFICATION

### 2.1 Specification Documents

2.1.1 The A319 Aircraft will be manufactured in accordance with the A319 Specification. The A320 Aircraft will be manufactured in accordance with the A320 Specification. The A321 Aircraft will be manufactured in accordance with the A321 Specification.

### 2.1.2 Specification Change Notice

The Specifications may be amended by execution by Buyer and Seller of a Specification Change Notice (SCN) in substantially the form set out in Exhibit B-1 hereto. An SCN will set out the SCN's effectiveness and the particular change to be made to the Specifications and the effect, if any, of such change on design, performance, weight, Delivery Date of the Aircraft affected thereby, interchangeability or replaceability requirements of the Specification and text of the Specification. An SCN may result in an adjustment of the Base Price of the Aircraft, which adjustment if any, will be specified in the SCN.

#### 2.1.3 Manufacturer Specification Change Notice

The Specifications may also be amended in writing by the Seller by a Manufacturer's Specification Change Notice (MSCN). Each MSCN will be substantially in the form set out in Exhibit B-2 hereto and will set out the MSCN's effectiveness and the particular change to be made to the Specifications and the effect, if any, of such change on design, performance, weight, Delivery Date of the Aircraft affected thereby, interchangeability or replaceability requirements of the Specification and text of the Specification. MSCNs will be subject to the Buyer's acceptance.

#### 2.1.4 Development Changes

Changes may be made by the Seller without the Buyer's consent by a Manufacturer's Information Document (MID) when changes to the Aircraft are deemed by the Seller to be necessary to improve the Aircraft affected thereby, prevent delay or ensure compliance with this Agreement ("Development Changes") and

such Development Changes do not adversely affect price, Delivery Date, design life, weight or performance of the Aircraft affected thereby, interchangeability or replaceability requirements.

2.2 Propulsion Systems

The Airframe will be equipped with the Propulsion Systems. If the Buyer has not selected the Propulsion Systems as of the date of this Agreement, such choice shall be made [\*\*\*].

Spirit Airlines - A320 FAMILY - PA

10

2.3 Customization Milestones Chart

Within fifteen (15) days after signature of the Agreement, the Seller will provide the Buyer with a customization milestones chart, defining the lead times before Delivery needed for agreeing on items requested by the Buyer from the Standard Specifications and Configuration Guides CD-ROM (the "Customization Milestone Chart").

Spirit Airlines - A320 FAMILY - PA

11

3 - PRICE

3.1 Base Price of the Aircraft

3.1.1 The Base Price of each applicable Aircraft is the sum of:

- (i) the Base Price of the applicable Airframe
- (ii) the Base Price of the applicable Propulsion Systems for the Aircraft.

3.1.1.2 Base Price of the Airframe

3.1.1.2.1 A319 Airframe

The Base Price of the A319 Airframe is the sum of the Base Prices set forth below in (i) and (ii):

- (i) the Base Price of the A319 Airframe , as defined in the A319 Standard Specification (excluding Buyer Furnished Equipment and SCNs), at delivery conditions prevailing in January 2003, is:

[\*\*\*]

- (ii) the Base Price of any and all SCNs for the A319 Aircraft mutually agreed upon prior to the signature of this Agreement and set forth in Exhibit B-1 hereto, at delivery conditions prevailing in January 2003, is:

[\*\*\*]

3.1.1.2.2 A320 Airframe

The Base Price of the A320 Airframe is the sum of the Base Prices set forth below in (i) and (ii):

(i) the Base Price of the A320 Airframe , as defined in the A320 Standard Specification (excluding Buyer Furnished Equipment and SCNs), at delivery conditions prevailing in January 2003, is:

[\*\*\*] and

(ii) the Base Price of any and all SCNs for the A320 Aircraft mutually agreed upon prior to the signature of this Agreement and set forth in Exhibit B-1 hereto, including [\*\*\*], is:

[\*\*\*]

3.1.1.2.3      A321 Airframe

Spirit Airlines - A320 FAMILY - PA

12

The Base Price of the A321 Airframe is the sum of the Base Prices set forth below in (i) and (ii):

(i) the Base Price of the A321 Airframe, as defined in the A321 Standard Specification (excluding Buyer Furnished Equipment and SCNs), at delivery conditions prevailing in January 2003, is:

[\*\*\*] and

(ii) the Base Price of any and all SCNs for the A321 Aircraft mutually agreed upon prior to the signature of this Agreement and set forth in Exhibit B-1 hereto, at delivery conditions prevailing in January 2003, is:

[\*\*\*]

3.1.1.3      Base Price of the Propulsion Systems

3.1.1.3.1      A319 Propulsion Systems

The Base Price of the IAE V2524-A5 Propulsion Systems, at delivery conditions prevailing in January 2003, is:

[\*\*\*]

Said Base Price has been calculated from the Reference Price for the A319 Propulsion Systems indicated by International Aero Engines of [\*\*\*] in accordance with delivery conditions prevailing in January 2001.

3.1.1.3.2      A320 Propulsion Systems

The Base Price of the Propulsion Systems IAEV2527-A5, at delivery conditions prevailing in January 2003, is:

[\*\*\*]

Said Base Price has been calculated from the Reference Price for the A320 Propulsion Systems indicated by International Aero Engines of [\*\*\*] in accordance with delivery conditions January 2001.

### 3.1.1.3.3 A321 Propulsion Systems

The Base Price of the IAEV2533-A5 Propulsion Systems for the A321 Aircraft, at delivery conditions prevailing in January 2003, is:

[\*\*\*]

Said Base Price has been calculated from the Reference Price for the A321 Propulsion Systems indicated by International Aero Engines of US \$[\*\*\*] in accordance with delivery conditions January 2001.

Spirit Airlines - A320 FAMILY - PA

13

## 3.2 Final Contract Price

3.2.1 The Final Contract Price of an A319 Aircraft will be the sum of:

- (i) the Base Price of the A319 Airframe, as adjusted to the Delivery Date of such A319 Aircraft in accordance with the Seller Price Revision Formula;
- (ii) the price of any SCNs for the A319 Aircraft entered into after the date of signature of this Agreement, as adjusted to the Delivery Date of such A319 Aircraft in accordance with the Seller Price Revision Formula;
- (iii) the Reference Price of the A319 Propulsion Systems constituting a part of such A319 Aircraft, as adjusted to the Delivery Date of such A319 Aircraft in accordance with the Propulsion Systems Price Revision Formula; and
- (iv) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the A319 Aircraft.

3.2.2 The Final Contract Price of an A320 Aircraft will be the sum of:

- (i) the Base Price of the A320 Airframe, as adjusted to the Delivery Date of such A320 Aircraft in accordance with the Seller Price Revision Formula;
- (ii) the price of any SCNs for the A320 Aircraft entered into after the date of signature of this Agreement, as adjusted to the Delivery Date of such A320 Aircraft in accordance with the Seller Price Revision Formula;
- (iii) the Reference Price of the A320 Propulsion Systems constituting a part of such A320 Aircraft, as adjusted to the Delivery Date of such A320 Aircraft in accordance with the Propulsion Systems Price Revision Formula; and

- (iv) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the A320 Aircraft.

3.2.3 The Final Contract Price of an A321 Aircraft will be the sum of

- (i) the Base Price of the A321 Airframe, as adjusted to the Delivery Date of such A321 Aircraft in accordance with the Seller Price Revision Formula;
- (ii) the price of any SCNs for the A321 Aircraft entered into after the date of signature of this Agreement, as adjusted to the Delivery Date of such A321 Aircraft in accordance with the Seller Price Revision Formula;
- (iii) the Reference Price of the A321 Propulsion Systems constituting a part of such A321 Aircraft, as adjusted to the Delivery Date of such A321 Aircraft in accordance with the Propulsion Systems Price Revision Formula; and
- (iv) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the A321 Aircraft.

### 3.3 Taxes, Duties and Imposts

3.3.1 [\*\*\*]

Spirit Airlines - A320 FAMILY - PA

14

3.3.2 [\*\*\*]

3.3.3 [\*\*\*]

3.3.4 [\*\*\*]

Spirit Airlines - A320 FAMILY - PA

15

## 4 - PRICE REVISION

### 4.1 Seller Price Revision Formula

The Base Prices of the Airframe and of SCNs are subject to revision up to and including the Delivery Date, in accordance with the Seller Price Revision Formula.

### 4.2 Propulsion Systems Price Revision

The Propulsion Systems Reference Price is subject to revision in accordance with the Propulsion Systems Price Revision Formula up to and including the Delivery Date.

#### 4.2.2 Modification of Propulsion Systems Reference Price and Propulsion Systems Price Revision Formula

The Propulsion Systems Reference Price, the prices of the related equipment and the Propulsion Systems Price Revision Formula are based on information received from the Propulsion Systems manufacturer and are subject to amendment by the Propulsion Systems manufacturer at any time prior to Delivery. If the Propulsion Systems manufacturer makes any such amendment, the amendment will be automatically incorporated into this Agreement and the Propulsion Systems Reference Price, the prices of the related equipment and the Propulsion Systems Price Revision Formula will be adjusted accordingly. The Seller agrees to notify the Buyer as soon as the Seller receives notice of any such amendment from the Propulsion Systems manufacturer.

Spirit Airlines - A320 FAMILY - PA

16

**5 - PAYMENT TERMS**

5.1 The Buyer will pay the Predelivery Payments, the Balance of the Final Contract Price and any other amount due hereunder in immediately available funds in United States dollars to Credit Lyonnais, New York Branch, for transfer by Credit Lyonnais to the Seller's account with Credit Lyonnais at 1, Esplanade Compans Caffarelli, 31000 Toulouse, France, or to such other account as may be designated by the Seller in writing to the Buyer.

**5.2 Predelivery Payments**

5.2.1 Predelivery Payments will be paid by the Buyer to the Seller for each Aircraft. Predelivery payments are nonrefundable (although amounts equal to Predelivery Payments may be paid to the Buyer under Clause 10.4 and 11.3 of this Agreement). The aggregate Predelivery Payment amount is [\*\*\*] of the Predelivery Payment Reference Price defined below in Clause 5.2.2.

5.2.2 The Predelivery Payment Reference Price is defined as:

[\*\*\*]

Spirit Airlines - A320 FAMILY - PA

17

5.2.3 Predelivery Payments will be paid according to the following schedule.

Payment Date	Percentage of Predelivery Payment Reference Price
*****	*****

All Predelivery Payments that are due on signature of this Agreement will be paid at signature of this Agreement.

5.2.4 \*\*\*\* The Seller will be under no obligation to segregate any Predelivery Payment, or any amount equal thereto, from the Seller's funds generally.

**5.2.5 SCN Predelivery Payment**

Spirit Airlines - A320 FAMILY - PA

18

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5.3 Initial Payment

The Seller acknowledges that it has received from the Buyer the sum of US [\*\*\*] (the "Initial Payment"). [\*\*\*]

5.4 Payment of Balance of the Final Contract Price

Concurrent with the each Delivery, the Buyer will pay to the Seller the Balance of the Final Contract Price for such Aircraft. The Seller's receipt of the full amount of all Predelivery Payments and of the Balance of the Final Contract Price, including any amounts due under Clause 5.6, will be a condition precedent to the Seller's obligation to deliver such Aircraft to the Buyer.

5.5 Payment Setoff

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5.6 Overdue Payments

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5.7 Proprietary Interest

Notwithstanding any provision of law to the contrary, the Buyer will not, by virtue of anything contained in this Agreement (including, without limitation, any Predelivery Payments hereunder, or any designation or identification by the Seller of a particular Aircraft as an Aircraft to which any of the provisions of this Agreement refers) acquire any proprietary, insurable or other interest whatsoever in any Aircraft before Delivery of and payment of the Balance of the Final Contract Price for such Aircraft, as provided in this Agreement

5.8 Payment in Full

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6 - INSPECTION

6.1 Inspection Procedures

- 6.1.1 All work to be carried out on the Aircraft and all materials and parts thereof will be open to inspection during business hours by duly authorized representatives of the Buyer or its designee at the respective works of the Associated Contractors and, subject to coordination and agreement with their relevant subcontractors, at the works of such respective subcontractors. The representatives will have access to such relevant technical data as are reasonably necessary for this purpose (except that, if access to any part of the respective works where construction is in progress or materials or parts are stored is restricted for security reasons, the Associated Contractors will be allowed a reasonable time to make the items available for inspection elsewhere). The actual detailed inspection of the Aircraft, materials and parts thereof will take place only in the presence of the respective inspection department personnel of the Associated Contractors or their subcontractors. The procedures for such inspections will be agreed on with the Buyer before any inspection.
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- 6.1.2 All inspections, examinations and discussions with the Seller's, the Associated Contractors' or their respective subcontractors' engineering or other personnel by the Buyer and its representatives will be performed in such a manner as not to delay or hinder either the work to be carried out on the Aircraft or the proper performance of this Agreement. In no event will the Buyer or its representatives be permitted to inspect any aircraft other than the Aircraft.

6.2 Representatives

For the purposes of Clause 6.1 above, starting at a mutually agreed date until Delivery of the last Aircraft, the Seller will furnish free-of-charge secretarial assistance (both in English and the local language), suitable space, office equipment and facilities in or conveniently located with respect to the Delivery Location for the use of not more than four (4) representatives of the Buyer (or more as may be reasonably required for limited periods) during the aforementioned period. [\*\*\*]

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7 - CERTIFICATION

Except as set forth in this Clause 7, the Seller will not be required to obtain any certificate or approval with respect to the Aircraft.

7.1 Type Certification

The Aircraft have been type certified under EASA procedures for joint certification in the transport category. The Seller will obtain or cause to be obtained an FAA type certificate (the "**Type Certificate**") to allow the issuance of the Export Certificate of Airworthiness.

7.2 Export Certificate of Airworthiness

Subject to the provisions of Clause 7.3, each Aircraft will be delivered to the Buyer with an Export Certificate of Airworthiness issued by the DGAC, or the LBA, as applicable, and in a condition enabling the Buyer (or an eligible person under then applicable law) to obtain at the time of Delivery a Standard Airworthiness Certificate issued pursuant to Part 21 of the US Federal Aviation Regulations, and a Certificate of Sanitary Construction issued by the U.S. Public Health Service Food and Drug Administration. However, the Seller will have no obligation, whether before, at or after Delivery of any Aircraft, to make any alterations (including all related costs) to such Aircraft to enable such Aircraft to meet FAA or U.S. Department of Transportation requirements for specific operation on the Buyer's routes, except as may be provided for in this Agreement.

If the FAA requires a modification to comply with additional aircraft import requirements and/or supply of additional data before the issuance of the Export Certificate of Airworthiness, the parties hereto will sign an SCN for such modification which, the Seller will incorporate as specified in such modification and/or the Seller will provide such data, in either case, at costs to be borne by the Buyer.

7.3 Specification Changes Before Delivery

- 7.3.1 If, any time before the date on which the Aircraft is Ready for Delivery, any law, rule or regulation is enacted, promulgated, becomes effective and/or an interpretation of any law, rule or regulation is issued by the EASA that requires any change to the Specification for the purposes of obtaining the Export Certificate of Airworthiness (a "**Change in Law**"), the Seller will make the required modification and the parties hereto will sign an SCN.
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7.3.2 The Seller will as far as practicable, but at its sole discretion, take into account the information available to it concerning any proposed law, rule or regulation or interpretation that could become a Change in Law, in order to minimize the costs of changes to the Specification as a result of such proposed law, regulation or interpretation becoming effective.

Spirit Airlines - A320 FAMILY - PA

21

7.3.3 \*\*\*\*\*

7.3.4 Notwithstanding the provisions of Clauses 7.3.3 (i) and (ii), if a Change in Law relates to an item of BFE or to the Propulsion Systems (and, in particular, to engine accessories, quick engine change units or thrust reversers) the costs will be borne in accordance with such arrangements as may be made separately between the Buyer and the manufacturer of the BFE or the Propulsion Systems, as applicable, and the Seller will have no obligation with respect thereto.

7.4 Specification Changes After Delivery

Nothing in Clause 7.3 will require the Seller to make any changes or modifications to, or to make any payments or take any other action with respect to, any Aircraft that is Ready for Delivery before the compliance date of any law or regulation referred to in Clause 7.3. Any such changes or modifications made to an Aircraft after it is Ready for Delivery will be at the Buyer's expense.

Spirit Airlines - A320 FAMILY - PA

22

8 - TECHNICAL ACCEPTANCE

8.1 Technical Acceptance Process

8.1.1 Prior to Delivery, the Aircraft will undergo a technical acceptance process developed by the Seller (the "**Technical Acceptance Process**"). Successful completion of the Technical Acceptance Process will demonstrate the satisfactory functioning of the Aircraft and will be deemed to demonstrate compliance with the applicable Specification. Should the Aircraft fail to complete the Technical Acceptance Process satisfactorily, the Seller will without hindrance from the Buyer be entitled to carry out any necessary changes and, as soon as practicable thereafter, resubmit the Aircraft to the Technical Acceptance Process.

8.1.2 The Technical Acceptance Process Will

- (i) start on a date notified by the Seller to the Buyer at least ten (10) Working Days in advance,
- (ii) take place at the Delivery Location.
- (iii) be carried out by the personnel of the Seller, subject to 8.2.2 below,
- (iv) include a technical acceptance flight and
- (v) normally be expected to conclude in five (5) Working Days.

8.2 Buyer's Attendance

- 8.2.1 The Buyer or its permitted assignee is entitled to attend and observe the Technical Acceptance Process.
- 8.2.2 If the Buyer or its permitted assignee attends the Technical Acceptance Process, the Buyer
- (i) will comply with the reasonable requirements of the Seller, with the intention of completing the Technical Acceptance Process within five (5) Working Days, and
  - (ii) may have a maximum of four (4) of its representatives (no more than three (3) of whom will have access to the cockpit at any one time) accompany the Seller's representatives on the technical acceptance flight, during which the Buyer's representatives will comply with the instructions of the Seller's representatives.
- 8.2.3 If the Buyer does not attend (other than as a result of Seller's failure to notify the Buyer as required in Clause 8.1.2(i)) or fails to cooperate in the Technical Acceptance Process, the Seller will be entitled to complete the Technical

Spirit Airlines - A320 FAMILY - PA

23

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Acceptance Process in compliance with Clause 8.1.1., without the Buyer's attendance, and the Buyer will be deemed to have accepted that the Aircraft is functioning satisfactorily and is in compliance with the Specification, in all respects.

8.3 Certificate of Acceptance

Upon successful completion of the Technical Acceptance Process, the Buyer will, on or before the Delivery Date, sign and deliver to the Seller a certificate of acceptance in respect of the Aircraft in the form of Exhibit D (the "**Certificate of Acceptance**") hereto.

8.4 Finality of Acceptance

The Buyer's signature of the Certificate of Acceptance for the Aircraft will constitute waiver by the Buyer of any right it may have under the Uniform Commercial Code as adopted by the State of New York or otherwise to revoke acceptance of the Aircraft for any reason, whether known or unknown to the Buyer at the time of acceptance.

8.5 Aircraft Utilization

The Seller will, without payment or other liability, be entitled to use the Aircraft before Delivery to obtain the certificates required under Clause 7. Such use will not prejudice the Buyer's obligation to accept Delivery hereunder.

Spirit Airlines - A320 FAMILY - PA

24

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9 - DELIVERY

9.1 Delivery Schedule

- 9.1.1 Subject to Clauses 2, 7, 8, 10 and 18, the Seller will have the Firm Aircraft Ready for Delivery at the Delivery Location within the following months (each a "**Scheduled Delivery Month**").

The Scheduled Delivery Months for the A319 Firm Aircraft are as follow:

<u>Quantity of A319 Firm Aircraft</u>	<u>Month/Year of Delivery</u>
1 Aircraft	*****
1 Aircraft	*****
2 Aircraft	*****
2 Aircraft	*****
2 Aircraft	*****
1 Aircraft	*****
1 Aircraft	*****
1 Aircraft	*****

The Scheduled Delivery Months for the A321 Firm Aircraft are as follow:

<u>Quantity of A321 Firm Aircraft</u>	<u>Month/Year of Delivery</u>
1 Aircraft	*****
1 Aircraft	*****
2 Aircraft	*****

#### 9.1.2. Delivery Notices

9.2 The Buyer will send its representatives to the Delivery Location to take Delivery within seven (7) Working Days after the date on which the Aircraft is Ready for Delivery.

9.2.1 The Seller will transfer title to the Aircraft to the Buyer free and clear of all liens, charges, hypothecations, mortgages and other encumbrances, provided that the Balance of the Final Contract Price has been paid by the Buyer pursuant to Clause 5.4 and that the Certificate of Acceptance has been signed and delivered to the Seller pursuant to Clause 8.3. The Seller will provide the Buyer with a bill of sale in the form of Exhibit E hereto and/or such other documentation confirming transfer of title and receipt of the Final Contract Price as may reasonably be requested by the Buyer. Property interest in and risk of loss of or damage to the Aircraft will also be transferred to the Buyer on Delivery.

9.2.2 If, when the Aircraft is Ready for Delivery, the Buyer fails to (i) deliver the signed Certificate of Acceptance to the Seller on or before the Delivery Date, or (ii) pay the Balance of the Final Contract Price for the Aircraft to the Seller on the Delivery Date, then the Buyer will be deemed to have rejected Delivery without warrant when the Aircraft was duly tendered to the Buyer hereunder. If the Buyer rejects the Aircraft without warrant the Seller will retain title to the Aircraft and the Buyer will indemnify and hold the Seller harmless against any and all actual costs, resulting from the Buyer's rejection. These rights of the Seller will be in addition to the Seller's other rights and remedies in this Agreement. It is understood that, while the Seller will use commercially reasonable efforts to store, park; or otherwise protect the Aircraft, the Seller will in no event be liable for any loss or damage to the Aircraft following Buyer's rejection.

#### 9.3 Flyaway

9.3.1 The Buyer and the Seller will cooperate to obtain any licenses that may be required by the relevant Aviation Authority for the purpose of exporting the Aircraft.

9.3.2 All expenses of, or connected with, flying the Aircraft from the Delivery Location after Delivery will be borne by the Buyer. The Buyer will make direct arrangements with the supplying companies for the fuel and oil required for all post-Delivery flights.

10 - EXCUSABLE DELAY AND TOTAL LOSS

10.1 Scope of Excusable Delay

Neither the Seller, the Manufacturer, the Associated Contractors, nor any Affiliate of any of the foregoing, will be responsible for or be deemed to be in default on account of delays in delivery, or failure to deliver an Aircraft or otherwise in the performance of this Agreement or any part hereof due to causes reasonably beyond the Seller's, the Manufacturer's or any Associated Contractor's control or not occasioned by the Seller's, the Manufacturer's or any Associated Contractor's fault or negligence ("**Excusable Delay**"), including, but not limited to: (i) acts of God or the public enemy, natural disasters, fires, floods, storms beyond ordinary strength, explosions or earthquakes; epidemics or quarantine restrictions; serious accidents; total or constructive total loss; any law, decision, regulation, directive or other act (whether or not having the force of law) of any government or of the Council of the European Community or the Commission of the European Community or of any national, Federal, State, municipal or other governmental department, commission, board, bureau, agency, court or instrumentality, domestic or foreign; governmental priorities, regulations or orders affecting allocation of materials, facilities or a completed Aircraft; war, civil war or warlike operations, terrorism, insurrection or riots; failure of transportation; strikes or labor troubles causing cessation, slow down or interruption of work; delay in obtaining any airworthiness or type certification; inability after due and timely diligence to procure materials, accessories, equipment or parts; general hindrance in transportation; or failure of a subcontractor or Supplier to furnish materials, components, accessories, equipment or parts; (ii) any delay caused directly or indirectly by the action or inaction of the Buyer; and (iii) delay in delivery or otherwise in the performance of this Agreement by the Seller due in whole or in part to any delay in or failure of the delivery of, or any other event or circumstance relating to, the Propulsion Systems or Buyer Furnished Equipment

10.2 Consequences of Excusable Delay

10.2.1 If an Excusable Delay occurs the Seller will

- (i) notify the Buyer of such Excusable Delay as soon as practicable after becoming aware of the same;
- (ii) not be deemed to be in default in the performance of its obligations hereunder as a result of such Excusable Delay;
- (iii) not be responsible for any damages arising from or in connection with such Excusable Delay suffered or incurred by the Buyer;

- (iv) as soon as practicable after the removal of the cause of the delay resume performance of its obligations under this Agreement and in particular will notify the Buyer of the revised Scheduled Delivery Month.

10.3 Termination on Excusable Delay

10.3.1 \*\*\*\*\*

10.3.2 \*\*\*\*\*

10.3.3 \*\*\*\*\*

10.4 Total Loss, Destruction or Damage

If, prior to Delivery, any Aircraft is lost, destroyed or in the reasonable opinion of the Seller is damaged beyond economic repair ("Total Loss"), the Seller will notify the Buyer to this effect within [\*\*\*] month of such occurrence. The Seller will include in said notification (or as soon after the issue of the notice as such information becomes available to the Seller) the earliest date consistent with the Seller's other commitments and production capabilities that an aircraft to replace the Aircraft may be delivered to the Buyer and the Scheduled Delivery Month will be extended as specified in the Seller's notice to accommodate the delivery of the replacement aircraft; provided, however, that if the Scheduled Delivery Month is extended to a month that is more than [\*\*\*] after the last day of the original Scheduled Delivery Month [\*\*\*]

- (i) the Buyer notifies the Seller within one (1) month of the date of receipt of the Seller's notice that it desires the Seller to provide a replacement aircraft during the month quoted in the Seller's notice; and
- (ii) the parties execute an amendment to this Agreement recording the variation in the Scheduled Delivery Month.

Nothing herein will require the Seller to manufacture and deliver a replacement aircraft if such manufacture would require the reactivation of its production line for the model or series of aircraft which includes the Aircraft.

\*\*\*\*\*

10.6 REMEDIES

THIS CLAUSE 10 SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER FOR DELAYS IN DELIVERY OR FAILURE TO DELIVER, OTHER THAN SUCH DELAYS AS ARE COVERED BY CLAUSE 11, AND THE BUYER HEREBY WAIVES ALL RIGHTS TO WHICH IT WOULD OTHERWISE BE ENTITLED IN RESPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY RIGHTS TO INCIDENTAL AND CONSEQUENTIAL DAMAGES OR SPECIFIC PERFORMANCE. THE BUYER WILL NOT BE ENTITLED TO CLAIM THE REMEDIES AND RECEIVE THE BENEFITS PROVIDED IN THIS CLAUSE 10 WHERE THE DELAY REFERRED TO IN THIS CLAUSE 10 IS CAUSED BY THE NEGLIGENCE OR FAULT OF THE BUYER OR ITS REPRESENTATIVES.

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11 - INEXCUSABLE DELAY

11.1 Liquidated Damages

Should an Aircraft not be Ready for Delivery within [\*\*\*] days after the last day of the Scheduled Delivery Month (as such month may be changed pursuant to Clauses 2, 7 or 10) and such delay is not the result of an Excusable Delay or Total Loss, then such delay will be termed an "**Inexcusable Delay**." In the event of an Inexcusable Delay, the Buyer will have the right to claim, and the Seller will pay the Buyer liquidated damages of [\*\*\*] for each day of delay in the Delivery, starting [\*\*\*] following the scheduled delivery date within the Scheduled Delivery Month (or if no such date has been set the last day of the Scheduled Delivery Month).

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The amount of liquidated damages will in no event exceed the total of US [\*\*\*] in respect of any one Aircraft.

The Buyer's right to liquidated damages in respect of an Aircraft is conditioned on the Buyer's submitting a written claim for liquidated damages to the Seller not later than [\*\*\*] after the last day of the Scheduled Delivery Month.

11.2 Renegotiation

If, as a result of an Inexcusable Delay, Delivery does not occur within [\*\*\*] after the last day of the Scheduled Delivery Month, the Buyer will have the right, exercisable by written notice to the Seller given between [\*\*\*] after such [\*\*\*], to require from the Seller a renegotiation of the Scheduled Delivery Month for the affected Aircraft. Unless otherwise agreed between the Seller and the Buyer during such renegotiation, said renegotiation will not prejudice the Buyer's right to receive liquidated damages in accordance with Clause 11.

11.3 Termination

[\*\*\*]

11.4 Setoff Payments

Notwithstanding anything to the contrary contained herein, before being required to make any payments under Clauses 11.1 or 11.3 above, the Seller will have the right to apply any and all sums previously paid by the Buyer to the Seller with respect to a terminated Aircraft to the payment of any other amounts the Buyer owes to the Seller or any Affiliate thereof under any agreement between them.

11.5 REMEDIES

THIS CLAUSE 11 SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER FOR DELAYS IN DELIVERY OR FAILURE TO DELIVER, OTHER THAN SUCH DELAYS AS ARE COVERED BY CLAUSE 10, AND THE BUYER HEREBY WAIVES ALL RIGHTS TO WHICH IT WOULD OTHERWISE BE ENTITLED IN RESPECT THEREOF, INCLUDING WITHOUT LIMITATION ANY RIGHTS TO INCIDENTAL AND CONSEQUENTIAL DAMAGES, OR SPECIFIC PERFORMANCE.

12 - WARRANTIES AND SERVICE LIFE POLICY

The Seller represents and warrants that the Manufacturer has provided to the Seller the following Warranty, Service Life Policy, Supplier Warranties and Interface Commitment with respect to the Aircraft, that are reproduced below between the words QUOTE and UNQUOTE and are subject to the terms, conditions, limitations and restrictions (including, but not limited to, the Exclusivity of Warranties and General Limitations of Liability and Duplicate Remedies provisions) as hereinafter set out, and that the same are in full force and effect and have not been amended. The Seller hereby assigns to the Buyer, and the Buyer hereby accepts, all of the Seller's rights and obligations as the "Buyer" under the said Warranty, Service Life Policy, Supplier Warranties and Interface Commitment, and the Seller subrogates the Buyer to all such rights and obligations in respect of the Aircraft. The Seller hereby warrants to the Buyer that (i) it has all requisite authority to make the foregoing assignment to and to effect the foregoing subrogation in favor of the Buyer, (ii) such assignment and subrogation are effective to confer on the Buyer all of the foregoing rights and obligations of the Seller, and (iii) the Seller will not enter into any amendment of the provisions so assigned without the prior written consent of the Buyer.

It is understood that, in the provisions below between the words QUOTE and UNQUOTE, capitalized terms have the meanings assigned thereto in this Agreement, except that (i) the term "Seller," which means the Manufacturer as between the Manufacturer and the Seller, also means the Manufacturer in this Agreement, and (ii) the term "Buyer," which means the Seller as between the Manufacturer and the Seller, means the Buyer in this Agreement.

QUOTE

12.1 WARRANTY

12.1.1 Nature of Warranty

Subject to the limitations and conditions hereinafter provided, and except as provided in Clause 12.1.2, the Seller warrants to the Buyer that each Aircraft and each Warranted Part will at the time of Delivery to the Buyer be free from defects:

- (i) in material,
  - (ii) in workmanship, including, without limitation, processes of manufacture,
  - (iii) in design (including, without limitation, selection of materials) having regard to the state of the art at the date of such design, and
- (iv) arising from failure to conform to the Specification, except as to those portions of the Specification that are expressly stated in the Specification to be estimates or approximations or design aims.

For the purposes of this Agreement, the term "**Warranted Part**" will mean any Seller proprietary component, equipment, accessory or part, which is installed on an Aircraft at Delivery and (a) which is manufactured to the detail design of the Seller or a subcontractor of the Seller and (b) which bears a part number of the Seller at the time of Delivery.

12.1.2 Exceptions

The warranties set forth in Clause 12.1.1 will not apply to Buyer Furnished Equipment, Propulsion Systems, or to any component, accessory, equipment or part purchased by the Buyer that is not a Warranted Part, provided, however, that:

- (i) any defect in the Seller's workmanship in respect of the installation of such items in the Aircraft, including any failure by the Seller to conform to the installation instructions of the manufacturers of such items that invalidates any applicable warranty from such manufacturers, will constitute a defect in workmanship for the purpose of this Clause 12.1 and be covered by the warranty set forth in Clause 12.1.1(i), and
- (ii) any defect inherent in the Seller's design of the installation, considering the state of the art at the date of such design, that impairs the use of such items will constitute a defect in design for the purposes of this Clause 12.1 and be covered by the warranty set forth in Clause 12.1.1(ii).

12.1.3 Warranty Periods

The warranties described in Clauses 12.1.1 and 12.1.2 hereinabove will be limited to those defects that become apparent within [\*\*\*] after Delivery of the affected Aircraft, (the "**Warranty Period**").

12.1.4 Limitations of Warranty

12.1.4.1

The Buyer's remedy and the Seller's obligation and liability under Clauses 12.1.1 and 12.1.2 hereinabove are limited to, at the Seller's expense and option, the repair, replacement or correction of, or the supply of modification kits rectifying the defect to any defective Warranted Part. However, the Seller may furnish a credit to the Buyer for the future purchase of goods and services (not including Aircraft) equal to the price at which the Buyer is then entitled to acquire a replacement for the defective Warranted Part. Unless otherwise agreed, any replacement part shall have no fewer cycles, hours, or less calendar time remaining or be of a lesser modification status than the replaced Warranted Part would have had in the absence of the relevant defect.

Spirit Airlines - A320 FAMILY - PA

32

12.1.4.2

If the Seller corrects a defect covered by Clause 12.1.1(iii) that becomes apparent within the Warranty Period set forth in Clause 12.1.3, on the Buyer's written request the Seller will correct any such defect in any Aircraft that has not already been delivered to the Buyer. The Seller will not be responsible nor deemed to be in default on account of any reasonable delay in Delivery of any Aircraft or otherwise, in respect of performance of this Agreement, due to the Seller's undertaking to make such correction and, rather than accept a delay in Delivery of any such Aircraft, the Buyer and the Seller may agree to deliver such Aircraft with subsequent correction of the defect by the Buyer at the Seller's expense, or the Buyer may elect to accept Delivery and thereafter file a Warranty Claim as though the defect had become apparent immediately after Delivery of such Aircraft. The parties shall use all reasonable efforts to minimize any delays.

12.1.5

#### Cost of Inspection

12.1.5.1

In addition to the remedies set forth in Clauses 12.1.4.1 at the rates set forth in Clause 12.1.8(v) (b) and 12.1.4.2, the Seller will reimburse the direct labor costs spent by the Buyer in performing inspections of the Aircraft that are conducted:

- (i) to determine whether a defect exists in any Warranted Part within the Warranty Period or
- (ii) pending the Seller's provision of a corrective technical solution.

12.1.5.2

The above commitment is subject to the following conditions:

- (i) the inspections are not performed during a scheduled maintenance check as recommended by the Seller's Maintenance Planning Document;
- (ii) the labor rate for the reimbursements will be the labor rate defined in Clause 12.1.8(v)(b), and
- (iii) the hours used to determine such reimbursement will not exceed the Seller's reasonable estimate of the hours required for such inspections.

12.1.6

#### Warranty Claim Requirements

The Buyer's remedy and the Seller's obligation and liability under this Clause 12.1, with respect to each claimed defect, are subject to the following conditions precedent:

- (i) the defect becomes apparent within the Warranty Period;
- (ii) the Buyer submits to the Seller evidence reasonably satisfactory to the Seller that the claimed defect is due to a matter covered, under the provisions of this Clause 12.1

- (iii) the Buyer returns the Warranted Part claimed to be defective to the repair facilities designated by the Seller as soon as practicable, unless the Buyer elects to repair a defective Warranted Part in accordance with the provisions of Clause 12.1.8,
- (iv) the Seller's receives a "**Warranty Claim**" substantially complying with the provisions of Clause 12.1.7(v) below.

#### 12.1.7 Warranty Administration

The warranties set forth in Clause 12.1 will be administered as hereinafter provided:

##### (i) Claim Determination

Warranty Claim determination by the Seller will be reasonably based on claim details, reports from the Seller's regional representative, historical data logs, inspections, tests, findings during repair, defect analysis and other relevant documents and information. If the Seller, acting reasonably, so requests, the Buyer will promptly provide the Seller with all evidence (i.e. maintenance records, logbooks, etc.) available to the Buyer that the defect did not result from any failure of the Buyer to operate and maintain the affected Aircraft or part thereof in accordance with the standards set forth in Clause 12.1.11, or from any act or omission of any third party.

##### (ii) Transportation Costs

The cost of transporting a Warranted Part claimed to be defective to the facilities designated by the Seller will be borne by the Buyer but shall be reimbursed by the Seller if the Warranted Part is found to be defective.

##### (iii) Return of an Aircraft

If the Buyer desires to return an Aircraft to the Seller for the repair or correction of a warranted defect, the Buyer will notify the Seller of its desire to do so, and the Seller will, prior to such return, have the right to inspect such Aircraft, and without prejudice to the Seller's rights hereunder, to repair such Aircraft either at the Buyer's facilities or at another place reasonably acceptable to the Seller. Return of any Aircraft by the Buyer to the Seller and return of such Aircraft to the Buyer's facilities will be at the Buyer's expense.

##### (iv) On-Aircraft Work by the Seller

If either (a) it is determined that a defect subject to this Clause 12.1 requires the dispatch by the Seller of a working team to the Buyer's facilities to repair or correct such defect, or (b) the Seller accepts the

return of an Aircraft to perform or have performed a repair or correction, then, all costs associated for such work will be borne by the Seller at the labor rate defined in Clause 12.1.8.

##### (v) Warranty Claim Substantiation

For each claim under this Clause 12.1 the Buyer will give written notice to the Seller that contains at least the data listed below with respect to an Aircraft or Warranted Part, as applicable ("Warranty Claim"). The Buyer will make such Warranty Claim within [\*\*\*] of discovering the defect giving rise to such Warranty Claim.

- (a) Description of the defect and action taken, if any
- (b) Date of incident and/or removal
- (c) Description of the Warranted Part claimed to be defective
- (d) Part number
- (e) Serial number (if applicable)
- (f) Position on Aircraft, according to Catalog Sequence Number (CSN) of the Illustrated Parts Catalog or Component Maintenance Manual or Structural Repair Manual (as such documents are defined in Clause 14 and Exhibit F hereto), as applicable
- (g) Total flying hours or calendar times, as applicable, at the date of appearance of a defect
- (h) Time since last shop visit at the date of appearance of defect
- (i) Manufacturers serial number (MSN) of the Aircraft and/or its registration number
- (j) Aircraft total flying hours and/or number of landings at the date of appearance of defect
- (k) Claim number
- (l) Date of claim
- (m) Date of delivery of an Aircraft or Warranted Part to the Buyer

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Warranty Claims are to be addressed as follows:

AIRBUS

CUSTOMER SERVICES DIRECTORATE

WARRANTY ADMINISTRATION

ROND-POINT MAURICE BELLONTE

F-31707 BLAGNAC CEDEX

FRANCE

(vi) Replacements

Replacements made pursuant to this Clause 12.1 will be made as soon as reasonably practicable, but in any event within the lead time defined in the ANACS Spare Parts Price Catalog. Replaced components, equipment, accessories or parts will become the Seller's property.

Title to and risk of loss of any Aircraft, component, accessory, equipment or part returned by the Buyer to the Seller will at all times remain with the Buyer, except that (i) when the Seller has custody, possession or control of a returned Aircraft, component, accessory, equipment or part to which the Buyer has title, the Seller will have such responsibility therefor as is chargeable by law to a bailee for hire, but the Seller will not be liable for loss of use, and (ii) title to and risk of loss of a returned component, accessory, equipment or part will pass to the Seller on shipment by the Seller to the Buyer of any item furnished by the Seller to the Buyer as a replacement therefor. Upon the Seller's shipment to the Buyer of any replacement component, accessory, equipment or part provided by the Seller pursuant to this Clause 12.1, title to and risk of loss of such component, accessory, equipment or part will pass to the Buyer.

(vii) Rejection

The Seller will provide reasonable written substantiation in case of rejection of a Warranty Claim. The Buyer will (a) pay to the Seller reasonable inspection and test charges incurred by the Seller in connection with the investigation and processing of rejected Warranty Claims and (b) the reasonable costs incurred by the Seller, in respect of transportation to the ANACS Spares Center in Ashburn, VA, insurance, and any other reasonable costs associated with the sending of any Warranted Part or any other item, equipment, component or part for which the Seller rejects the Buyer's Warranty Claim.

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(viii) Inspection

The Seller will have the right to inspect the affected Aircraft and documents and other records relating thereto in the event of any claim under this Clause 12.1.

12.1.8 In-house Warranty

(i) Authorization

The Buyer is hereby authorized to repair Warranted Parts, subject to the terms of this Clause 12.1.8 ("In-house Warranty"). When the estimated cost of an In-house Warranty repair exceeds [\*\*\*], the Buyer will notify the Resident Customer Support Representative, as defined in Clause 15.2.1 herein, of its decision to perform any in-house repairs before such repairs are commenced. The Buyer's notice will include sufficient detail regarding the defect, estimated labor hours and material to allow the Seller acting reasonably to ascertain the reasonableness of the estimate. The Seller will use reasonable efforts to ensure a prompt response and will not unreasonably withhold or delay authorization. In any event, the Seller will provide to the Buyer status of the Buyer's request for authorization, within three (3) Working Days after the Seller's receipt of the Buyer's request for an authorization.

(ii) Conditions of Authorization

The Buyer will be entitled to the benefits under this Clause 12.1.8 for repair of Warranted Parts:

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- (a) if the relevant facilities and personnel are certified and/or qualified under applicable FAA regulations to perform the subject repairs;
- (b) provided that repairs are to be performed in accordance with the Seller's written instructions set forth in applicable Technical Data; and
- (c) only to the extent specified by the Seller, or, in the absence of the Seller's specifying, to the extent reasonably necessary to correct the defect, in accordance with the standards set forth in Clause 12.1.11.

(iii) Seller's Rights

The Seller will have the right to require the return of any Warranted Part, or any part removed therefrom, which is claimed to be defective, if, in the Seller's reasonable judgment, the nature of the claimed defect requires technical investigation. If a Warranted Part is returned for technical investigation, at the Seller's request, the related transportation costs shall be borne by the Seller.

The Seller will have the right to have a representative present during the disassembly, inspection and testing of any Warranted Part claimed to be defective, provided accommodating such presence shall not materially delay any such disassembly, inspection and/or testing.

(iv) In-house Warranty Claim Substantiation

Claims for In-house Warranty credit will be filed within the time period and will contain the same information required for Warranty Claims as set forth in Clause 12.1.6(v) and in addition will include:

- (a) A report of technical findings with respect to the defect
- (b) for parts required to remedy the defect
  - part numbers,
  - serial numbers (if applicable),
  - description of the parts,
  - quantity of parts,
  - unit price of parts,
    - related Seller's or third party's invoices (if any),
  - total price of parts

- (c) detailed number of labor hours
  - (d) In-house Warranty Labor Rate (defined below in Clause 12.1.8(v)(b)), and
  - (e) total claim value
- (v) Credit
- The Buyer's sole remedy, and the Seller's sole obligation and liability in respect of In-house Warranty claims, will be a credit to the Buyer's account. The credit to the Buyer's account will be equal to the sum of the direct labor cost expended in performing a repair and to the direct cost of materials incorporated in the repair. Such costs will be determined as set forth below.
- (a) To determine direct labor costs, only the man-hours spent on removal and re-installation, disassembly, inspection, repair, reassembly, and final inspection and test (including flight tests if flight tests are necessary to complete a repair under the In-house Warranty) of the Warranted Part alone will be counted. The hours required for maintenance work concurrently being carried out on the Aircraft or Warranted part, if any, will not be included.
  - (b) The hours counted as set forth above will be multiplied by the labor rate below, which is deemed to represent the Buyer's composite average hourly labor rate (excluding all fringe benefits, premium time allowances, social security charges, business taxes and similar items) paid to the Buyer's employees or to a third party that the Buyer has authorized to perform the

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repair, whose jobs, in both cases, are directly related to the performance of the repair. This labor rate is [\*\*\*] at economic conditions prevailing in January 2003 (the "In-house Warranty Labor Rate").

The In-house Warranty Labor Rate is subject to adjustment annually by multiplying by the ratio ECIn/ECIb. For the purposes of this Clause 12.1.8(v) only, ECIn is equal to the Labor Index defined in the Seller Price Revision Formula hereto for January of the year in which the hours are spent and ECIb is equal to such Labor Index for January 2003.

- (c) Direct material costs are determined by the prices at which the Buyer acquired such material, excluding any parts and materials used for overhaul furnished free of charge by the Seller.

(vi) Limitation on Credit

The Buyer will in no event be credited for repair costs (labor and material) for any Warranted Part exceeding [\*\*\*] of the Seller's current catalog price for a replacement of such defective Warranted Part or (exceeding those costs that would have resulted if repairs had been carried out at the Seller's facilities.

The Seller will substantiate these costs in writing on reasonable request by the Buyer.

(vii) Scrapped Material

The Buyer may, with the agreement of the Seller's Resident Customer Support Representative, scrap any such defective parts that are beyond economic repair and not required for technical evaluation.

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If the Buyer does not obtain the agreement of the Seller's Resident Customer Support Representative to scrap a Warranted Part defective beyond economic repair, then the Buyer will retain such Warranted Part and any defective part removed from a Warranted Part during repair for a period of either [\*\*\*] after the date of completion of repair or [\*\*\*] after submission of a claim for In-house Warranty credit relating thereto, whichever is longer. Such parts will be returned to the Seller at Seller's cost within [\*\*\*] of receipt of the Seller's request to that effect.

Scrapped Warranted Parts will be evidenced by a record of scrapped material certified by an authorized representative of the Buyer, which will be kept in the Buyer's file for the longer of (i) the duration of the Warranty Period or (ii) the period required under the applicable regulations of the Aviation Authority.

(viii) DISCLAIMER OF SELLER LIABILITY FOR BUYER'S REPAIR

THE SELLER WILL NOT BE LIABLE FOR ANY RIGHT, CLAIM OR REMEDY, AND THE BUYER WILL INDEMNIFY THE SELLER AGAINST

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THE CLAIMS OF ANY THIRD PARTIES FOR LOSSES DUE TO ANY DEFECT, NONCONFORMANCE OR PROBLEM OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH ANY REPAIR OF WARRANTED PARTS UNDERTAKEN BY THE BUYER UNDER THIS CLAUSE 12.1.8 OR ANY OTHER ACTIONS UNDERTAKEN BY THE BUYER UNDER THIS CLAUSE 12.1.8, WHETHER SUCH CLAIM IS ASSERTED IN CONTRACT OR IN TORT, OR IS PREMISED ON ALLEGED, ACTUAL, IMPUTED, ORDINARY OR INTENTIONAL ACTS OR OMISSIONS OF THE BUYER OR THE SELLER UNLESS SUCH CLAIMS ARE BASED SOLELY ON THE INACCURACY OF WRITTEN INSTRUCTIONS OR DESIGNS SUPPLIED BY THE SELLER AND STRICTLY FOLLOWED BY THE BUYER.

12.1.9 Warranty Transferability

The warranties provided for in this Clause 12.1 for any Warranted Part will accrue to the benefit of any airline in revenue service other than the Buyer, if the Warranted Part enters into the possession of any such airline as a result of a pooling agreement between such airline and the Buyer, in accordance with the terms, and subject to the limitations and exclusions of, the foregoing warranties and to applicable laws or regulations.

12.1.10 Warranty for Corrected, Replacement or Repaired Warranted Parts

Whenever any Warranted Part that contains a defect for which the Seller is liable under Clause 12.1 has been corrected, repaired or replaced pursuant to the terms of this Clause 12, the period of the Seller's warranty with respect to such corrected, repaired or replacement Warranted Part, whichever may be the case, will be the remaining portion of the original warranty in respect of such corrected, repaired or replacement Warranted Part. If a defect is attributable to a defective repair or replacement by the Buyer, and such defective replacement or repair is not attributable solely to inaccuracies in written instructions or designs supplied by the Seller and strictly followed by the Buyer, a Warranty Claim with respect to such defect will be rejected, notwithstanding any subsequent correction or repair, and will immediately terminate the remaining warranties under this Clause 12.1 in respect of the affected Warranted Part.

12.1.11 Standard, Airline Operation - Normal Wear and Tear

The Buyer's rights under this Clause 12.1 are subject to the Aircraft and each component, equipment, accessory and part thereof being maintained, overhauled, repaired and operated in accordance with standard commercial airline practice, all technical documentation and any other instructions issued by the Seller, the Suppliers or the manufacturer of the Propulsion Systems and all applicable rules, regulations and directives of the relevant Aviation Authorities.

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- (i) any Aircraft or component, equipment, accessory or part thereof that has been repaired, altered or modified after Delivery in a manner other than that approved by the Seller;
  - (ii) any Aircraft or component, equipment, accessory or part thereof that has been operated in what the Buyer knew, or in the exercise of due care, should have known, was in a damaged state; or
  - (iii) any component, equipment, accessory or part from which all identifying marks such as the trademark, trade name, part or serial number have been removed, such that the origin of the relevant part cannot reasonably be determined,

except that if, in each case (other than in respect of (iii) above) the Buyer submits evidence reasonably acceptable to the Seller that the defect for which warranty coverage is sought did not arise as a result of, or was not materially worsened by, such causes.

## 12.2 SELLER SERVICE LIFE POLICY

### 12.2.1 Scope and Definitions

In addition to the warranties set forth in Clause 12.1 above, the Seller further agrees that should a Failure occur in any Item (as these terms are defined below), then, subject to the general conditions and limitations set forth in Clause 12.2.4 below, the provisions of this Clause 12.2 will apply.

For the purposes of this Clause 12.2, the following definitions will apply:

- (i) "**Item**" means any of the Seller components, equipment, accessories or parts listed in Exhibit C hereto that are installed on an Aircraft at any time during the period of effectiveness of the Service Life Policy as defined below in Clause 12.2.2.
- (ii) "**Failure**" means any breakage of, or defect in, an Item that materially impairs the utility or safety of the Item, provided that (a) any such breakage of, or defect in, any Item did not result from any breakage or defect in any other Aircraft part or component or from any other extrinsic force and (b) has occurred or can reasonably be expected to occur on a repetitive basis.

### 12.2.2 Periods and Seller's Undertaking

Subject to the general conditions and limitations set forth in Clause 12.2.4 below, the Seller agrees that if a Failure occurs in an Item before the Aircraft in which such Item has been originally installed has completed within [\*\*\*] after the Delivery of said Aircraft to the Buyer, whichever shall first occur, the Seller will, at its discretion, as promptly as practicable and for a price that reflects the Sellers financial participation as herein after provided:

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- (i) design and furnish to the Buyer a correction for such Item and provide any parts required for such correction (including Seller designed standard parts but excluding industry standard parts), or
  - (ii) replace such Item

12.2.3     Seller's Participation in the Cost

Any part or Item that the Seller is required to furnish to the Buyer under this Service Life Policy will be furnished to the Buyer at the Seller's current sales price therefor, less the Seller's financial participation, which will be determined in accordance with the following formula:

[\*\*\*]

12.2.4     General Conditions and Limitations

12.2.4.1     Notwithstanding any provision of this Clause 12.2, during the Warranty Period, all Items will be covered by the provisions of Clause 12.1 of this Agreement and not by the provision of Clause 12.2.

12.2.4.2     The Buyer's remedies and the Seller's obligations and liabilities under this Service Life Policy are subject to compliance by the Buyer with the following conditions:

- (i)     The Buyer will maintain log books and other historical records with respect to each Item adequate to enable the Seller to determine whether the alleged Failure is covered by this Service Life Policy and, if so, to define the portion of the cost to be borne by the Seller in accordance with Clause 12.2.3 above.
- (ii)     The Buyer will keep the Seller informed of all incidents that are reportable to the FAA or the National Transportation Safety Board (NTSB).
- (iii)     The conditions of Clause 12.1.11 will have been complied with.
- (iv)     The Buyer will implement specific structural inspection programs for monitoring purposes as may be established from time to time by the Seller. Such programs will be compatible with the Buyer's operational requirements and will be carried out at the Buyer's expense. Reports relating thereto will be regularly furnished to the Seller.
- (i)     The Buyer will report any breakage or defect in writing to the Seller within sixty (60) days after any breakage or defect in an Item becomes apparent, whether or not the breakage or defect can reasonably be expected to occur in any other Aircraft, and the Buyer will provide the Seller with sufficient detail

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about the breakage or defect to enable the Seller acting reasonably to determine whether said breakage or defect is subject to this Service Life Policy.

12.2.4.3     Except as otherwise provided in this Clause 12.2, any claim under this Service Life Policy will be administered as provided in, and will be subject to the terms and conditions of, Clause 12.1.6.

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- 12.2.4.4 If the Seller has issued a service bulletin applicable to an Aircraft, the purpose of which is to avoid a Failure, the Seller may elect to supply the necessary service bulletin free of charge or under a pro rata formula established by the Seller. If such a kit is so offered to the Buyer, then, in respect of such Failure and any Failures that could ensue therefrom, the validity of the Seller's commitment under this Clause 12.2 will be subject to the Buyer's incorporating such modification in the relevant Aircraft, within a reasonable time, as promulgated by the Seller and in accordance with the Seller's instructions.
- 12.2.4.5 THIS SERVICE LIFE POLICY IS NEITHER A WARRANTY, PERFORMANCE GUARANTEE, NOR AN AGREEMENT TO MODIFY ANY AIRCRAFT OR AIRFRAME COMPONENT TO CONFORM TO NEW DEVELOPMENTS OCCURRING IN THE STATE OF AIRFRAME DESIGN AND MANUFACTURING ART. THE SELLER'S OBLIGATION UNDER THIS CLAUSE 12.2 IS TO MAKE ONLY THOSE CORRECTIONS TO THE ITEMS OR FURNISH REPLACEMENTS THEREFOR AS PROVIDED IN THIS CLAUSE 12.2. THE BUYER'S SOLE REMEDY AND RELIEF FOR THE NONPERFORMANCE OF ANY OBLIGATION OR LIABILITY OF THE SELLER ARISING UNDER OR BY VIRTUE OF THIS SERVICE LIFE POLICY WILL BE IN MONETARY DAMAGES, LIMITED TO THE AMOUNT THE BUYER REASONABLY EXPENDS IN PROCURING A CORRECTION OR REPLACEMENT FOR ANY ITEM THAT IS THE SUBJECT OF A FAILURE COVERED BY THIS SERVICE -LIFE POLICY AND TO WHICH SUCH NONPERFORMANCE IS RELATED, LESS THE AMOUNT THAT THE BUYER OTHERWISE WOULD HAVE BEEN REQUIRED TO PAY UNDER THIS CLAUSE 12.2 IN RESPECT OF SUCH CORRECTED OR REPLACEMENT ITEM. WITHOUT LIMITING THE EXCLUSIVITY OF WARRANTIES AND GENERAL LIMITATIONS OF LIABILITY PROVISIONS SET FORTH IN CLAUSE 12.5, THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL CLAIMS TO ANY FURTHER DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES, ARISING UNDER OR BY VIRTUE OF THIS SERVICE LIFE POLICY.

12.2.4.6 Transferability

The Buyer's rights under this Clause 12.2 will not be assigned, sold, transferred or otherwise alienated by operation of law or otherwise, except as permitted in Clause 20 of this Agreement.

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Any unauthorized assignment, sale, transfer or other alienation of the Buyer's rights under this Service Life Policy will, as to the particular Aircraft involved, immediately void this Service Life Policy in its entirety.

12.3 SUPPLIER WARRANTIES AND SERVICE LIFE POLICIES

12.3.1 Seller's Support

Before Delivery of the first Aircraft, the Seller will provide the Buyer with the warranties and service life policies that the Seller has obtained pursuant to the Supplier Product Support Agreements.

12.3.2 Supplier's Default

12.3.2.1 [\*\*\*]

12.3.2.2 [\*\*\*]

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12.3.2.3      [\*\*\*]

12.4      INTERFACE COMMITMENT

12.4.1      Interface Problem

If the Buyer experiences any technical problem in the operation of an Aircraft or its systems due to a malfunction, the cause of which, after due and reasonable investigation, is not readily identifiable by the Buyer, but which the Buyer reasonably believes to be attributable to the design characteristics of one or more components of the Aircraft (an "**Interface Problem**"), the Seller will, if requested by the Buyer, and without additional charge to the Buyer, except for the reasonable cost of transportation

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of the Seller's or its designee's personnel to the Buyer's facilities, the Buyer will reimburse the Seller for business class air transportation when the Seller's personnel must travel internationally, and for confirmed coach class fares, on the Buyer's routes wherever possible for Seller's personnel traveling domestically and reasonable food and lodging expenses of the representative(s) of Seller, promptly conduct or have conducted an investigation and analysis of such problem to determine, if possible, the cause or causes of the problem and to recommend such corrective action as may be feasible, provided, however, that if the Seller determines, after such due and reasonable investigation, that the Interface Problem was, in the reasonable judgment of the Seller, due to or caused by any act or omission of the Buyer in its performance of its obligations hereunder, the Buyer will pay to the Seller all reasonable costs and expenses incurred by the Seller during such investigation. The Buyer will furnish to the Seller all data and information in the Buyer's possession relevant to the Interface Problem and will cooperate with the Seller in the conduct of the Seller's investigations and such tests as may be required. At the conclusion of such investigation the Seller will promptly advise the Buyer in writing of the Seller's opinion as to the cause or causes of the Interface Problem and the Seller's recommendations as to corrective action.

12.4.2      Seller's Responsibility

If the Seller determines, in the exercise of good faith and diligence, that the Interface Problem is primarily attributable to the design of a Warranted Part, the Seller will, if requested by the Buyer, correct the design of such Warranted Part, pursuant to the terms and conditions of Clause 12.1.

12.4.3      Suppliers Responsibility

If the Seller determines, in the exercise of good faith and diligence, that the Interface Problem is primarily attributable to the design of any Supplier Part, the Seller will at the Buyer's request, reasonably assist the Buyer in processing any warranty claim the Buyer may have against the manufacturer of such Supplier Part.

12.4.4      Joint Responsibility

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If the Seller determines, in the exercise of good faith and diligence, that the Interface problem is attributable partially to the design of a Warranted Part and partially to the design of any Supplier Part, the Seller will, if requested by the Buyer, seek a solution to the Interface Problem through cooperative efforts of the Seller and any Supplier involved. The Seller will promptly advise the Buyer of any corrective action proposed by the Seller and any such Supplier. Such proposal will be consistent with any then existing obligations of the Seller hereunder and of any such Supplier to the Buyer. Such corrective action, unless reasonably rejected by the Buyer, will constitute full satisfaction of any claim the Buyer may have against either the Seller or any such Supplier with respect to such Interface Problem.

12.4.5      General

Spirit Airlines - A320 FAMILY - PA

45

12.4.5.1      All requests under this Clause 12.4 will be directed both to the Seller and the affected Suppliers.

12.4.5.2      Except as specifically set forth in this Clause 12.4, this Clause 12.4 will not be deemed to impose on the Seller any obligations not expressly set forth elsewhere in this Agreement.

12.4.5.3      All reports, recommendations, data and other documents furnished by the Seller to the Buyer pursuant to this Clause 12.4 will be deemed to be delivered under this Agreement and will be subject to the terms, covenants and conditions set forth in this Clause 12 and in Clause 22.5.

12.5      [\*\*\*]

12.6      DUPLICATE REMEDIES

The remedies provided to the Buyer under this Clause 12 as to my defect in respect of the Aircraft or any part thereof are mutually exclusive and not cumulative. The Buyer will be entitled to the remedy that provides the maximum benefit to it, as the Buyer may elect, pursuant to the terms and conditions of this Clause 12 for any such particular defect for which remedies are provided under this Clause 12; provided, however, that the Buyer will not be entitled to elect a remedy under one part of this Clause 12 that constitutes a duplication of any remedy elected by it under any other part hereof for the same defect. The Buyer's rights and remedies herein for the nonperformance of any obligations or liabilities, of the Seller arising under these warranties will be in monetary damages limited to the amount the Buyer expends in procuring a correction or replacement for any covered part subject to a defect or nonperformance covered by this Clause 12, and the Buyer will not have any right to require specific performance by the Seller.

UNQUOTE

[\*\*\*]

12.7      NEGOTIATED AGREEMENT

The Buyer specifically recognizes that:

- (i)      the Specifications have been agreed upon after careful consideration by the Buyer using its judgment as a professional operator of, and maintenance provider with respect to, aircraft used in public transportation and as such is a professional within the same industry as the Seller;
- (ii)      this Agreement, and in particular this Clause 12, has been the subject of discussion and negotiation and is fully understood by the Buyer;

- (iii) the price of the Aircraft and the other mutual agreements of the Buyer set forth in this Agreement were arrived at in consideration of, inter alia, the provisions of this Clause 12, specifically including the Exclusivity of Warranties set forth in Clause 12.5.

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**13 - PATENT AND COPYRIGHT INDEMNITY**

The Seller represents and warrants that the Manufacturer has provided to the Seller the following indemnity against patent and copyright infringements with respect to the Aircraft, subject to the terms, conditions, limitations and restrictions (including, but not limited to, the Exclusivity of Warranties and Duplicate Remedies provisions) as hereinafter set out, and that the same are in full force and effect and have not been amended. The Seller hereby assigns to the Buyer, and the Buyer hereby accepts, all of the Seller's rights and obligations as the "Buyer" under the said indemnity against patent and copyright infringements, and the Seller subrogates the Buyer to all such rights and obligations in respect of the Aircraft. The Seller hereby warrants to the Buyer that (i) it has all requisite authority to make the foregoing assignment and to effect the foregoing subrogation in favor of the Buyer, (ii) such assignment and subrogation are effective to confer on the Buyer all of the foregoing rights and obligations of the Seller, and (iii) the Seller will not enter into any amendment of the provisions so assigned without the prior written consent of the Buyer.

It is understood that, in the provisions below between the words QUOTE and UNQUOTE, capitalized terms have the meanings assigned thereto in this Agreement, except that (i) the term "Seller," which means the Manufacturer as between the Manufacturer and the Seller, also means the Manufacturer in this Agreement, and (ii) the term "Buyer," which means the Seller as between the Manufacturer and the Seller, means the Buyer in this Agreement.

**QUOTE****13.1      Indemnity**

13.1.1      [\*\*\*]

(i)      [\*\*\*]

(ii)      [\*\*\*]

(1)      [\*\*\*]

(2)      [\*\*\*]

(iii)      [\*\*\*]

13.1.2      [\*\*\*]

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(i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

(iv) [\*\*\*]

13.1.3 [\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

13.2 Administration of Patent and Copyright Indemnity Claims

13.2.1 If the Buyer receives a written claim or a suit is threatened or begun against the Buyer for infringement of a patent or copyright subject to indemnity under this Clause 13 referred to in Clause 13.1, the Buyer will

(i) promptly, after becoming aware thereof notify the Seller, giving particulars thereof;

(ii) furnish to the Seller all data, papers and records within the Buyer's control or possession relating to such claim;

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(iii) refrain from admitting any liability or making any payment, or assuming any expenses, damages, costs or royalties, or otherwise acting in a manner prejudicial to the defense or denial of the suit or claim, it being agreed that nothing in this Clause 13.2.1(iii) will prevent the Buyer from paying the sums that may be required to obtain the release of the Aircraft, provided that payment is accompanied by a denial of liability and is made without prejudice;

(iv) at the expense of Seller, fully cooperate with, and render all reasonable assistance to, the Seller as may be pertinent to the defense or denial of the suit or claim;

(v) to the extent commercially reasonable, act to mitigate damages and/or to reduce the amount of royalties that may be payable, and act to minimize costs and expenses.

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- 13.2.2 The Seller will be entitled either in its own name or on behalf of the Buyer to conduct negotiations with the party or parties alleging infringement and may assume and conduct the defense or settlement of any suit or claim in the manner that, in the Seller's reasonable opinion, it deems proper. Buyer may participate, at its own expense, with Seller in the defense or appeal of any such suit, claim, or judgment; provided, however, that Seller retain sole control and authority regarding any such defense, compromise, settlement, appeal, or similar action, as set forth in this Clause 13.2.2.
- 13.2.3 The Seller's liability hereunder will be conditional on the substantial and timely compliance by the Buyer with the terms of this Clause and is in lieu of any other liability to the Buyer, whether express or implied, which the Seller might incur at law as a result of any infringement or claim of infringement of any patent or copyright.

UNQUOTE

[\*\*\*]

## 14 TECHNICAL DATA

### 14.1 Scope

This Clause covers the terms and conditions for the supply of technical data and software services (hereinafter, "**Technical Data**") to support operation and maintenance of the Aircraft.

- 14.1.2 Range, form, type, format, ATA/non-ATA compliance, revision, and quantity of the Technical Data are covered in Exhibit F hereto.
- 14.1.3 The Technical Data will be supplied in the English language using aeronautical terminology in common use.
- 14.1.4 The Buyer will not receive credit or compensation for any partially used or unused Technical Data provided pursuant to this Clause 14.

### 14.2 Aircraft Identification for Technical Data

For the Technical Data that is customized to the Aircraft and/or operations listed below, the Buyer agrees to the allocation of Fleet Serial Numbers (**FSNs**) in the form of a block of numbers selected in the range from 001 to 999.

The sequence will be interrupted only if two (2) different Propulsion Systems or different Aircraft models are selected.

The Buyer will indicate to the Seller the FSNs corresponding to the Aircraft as listed in Clause 9 of this Agreement within forty-five (45) days after execution of this Agreement. The allocation of FSNs to such Aircraft will not constitute any proprietary, insurable or other interest of the Buyer in any Aircraft before delivery of and payment for Aircraft as provided in this Agreement.

For purposes of this Clause 14.2, the customized Technical Data are:

- Aircraft Maintenance Manual and associated products
- Illustrated Parts Catalog
- Trouble Shooting Manual
- Aircraft Wiring Manual

14.3 Integration of Equipment Data

14.3.1 Data On Supplier Equipment

If necessary for the understanding of the affected systems, information relating to Supplier equipment that is installed on the Aircraft by the Seller will be included free of charge in the basic issue of the customized Technical Data.

14.3.2 The Buyer will supply to the Seller, at the Buyer's expense, the technical data related to Buyer Furnished Equipment, in English, at least [\*\*\*] before the scheduled delivery of the customized Technical Data. The Seller will incorporate the technical data related to the BFE into the Technical Data basic issue at no additional cost to the Buyer, provided such data is provided in accordance with the conditions set forth in Clauses 14.3.3 through 14.3.6.

14.3.3 The BFE data supplied will be in compliance with ATA 100/2200 standard Specification, in the revision applicable to the corresponding Aircraft type. Subsequent revisions will be considered as applicable.

14.3.4 The Buyer and the Seller will enter into an agreement with the aim of managing the BFE data integration process (the "Data Supply/Exchange Agreement".)

14.3.5 The BFE data will be delivered in digital format (SGML) and/or in Portable Document Format (PDF).

14.3.6 All costs related to the delivery of BFE data to the Seller will be borne by the Buyer.

14.4 Delivery

14.4.1 The Technical Data and corresponding revisions to be supplied by the Seller will be sent to one address only as advised by the Buyer.

14.4.2 Technical Data and revisions will be packed and shipped by the quickest transportation methods reasonably available. Shipment will be Free Carrier (FCA) Toulouse, France, and/or Free Carrier (FCA) Hamburg, Germany.

Reasonable quantities of the Technical Data will be delivered according to a mutually agreed schedule, designed to correspond to Aircraft deliveries. The Buyer will provide no less than [\*\*\*] notice to the Seller if a change is requested to the delivery schedule for the Technical Data.

14.4.3 The Buyer shall be responsible for coordinating with, and satisfying the needs of the Aviation Authorities with respect to the Technical Data.

14.5 [Revision Service](#)

Unless otherwise specifically stated, revision service will be offered [\*\*\*] after delivery of the last Aircraft. Thereafter, revision service will be provided in accordance with the terms and conditions found in the then current Airbus North America Customer Services Catalog.

14.6 [Service Bulletin \(SB\) Incorporation](#)

During the period of revision service and upon the Buyer's request for incorporation, which will be made within [\*\*\*] after issuance of a Service Bulletin, Seller's Service Bulletin information will be incorporated into the Technical Data for the Buyer's Aircraft, after formal notification by the Buyer of its intention to accomplish a Service Bulletin. The split effectiveness for the corresponding Service Bulletin will remain in the Technical Data until notification from the Buyer that embodiment has been completed on all the Buyer's Aircraft. For the operational Technical Data only, the pre or post Service Bulletin status will be shown.

14.7 [Future Developments](#)

The Buyer agrees to consider (without obligation) for implementation any new technological development applicable to, and deemed by the Seller to be beneficial and economical for, the production and transmission of data and documents.

14.8 [Technical Data Familiarization](#)

Upon request by the Buyer, the Seller will provide [\*\*\*] of Technical Data familiarization training, at the Seller's or Buyer's facility. If such familiarization is conducted at the Buyer's facilities, the Buyer will reimburse the Seller for business class air transportation when the Seller's personnel must travel internationally, and for confirmed coach class fares, on the Buyer's routes wherever possible for Seller's personnel traveling domestically and reasonable food and lodging expenses of the representative(s) of Seller conducting the familiarization training.

14.9 [Customer Originated Changes](#)

14.9.1 Data on Customer Originated Changes (COC) may be incorporated into the following Technical Data customized to the Buyer:

- Aircraft Maintenance Manual and associated products
- Illustrated Parts Catalog
- Trouble Shooting Manual
- Aircraft Wiring Manual
- Aircraft Schematics Manual
- Aircraft Wiring Lists
- Flight Crew Operating Manual
- Quick Reference Handbook

14.9.2 COC data will be developed by the Buyer according to the "Guidelines for Customer Originated Changes" issued by the Seller. The Buyer will ensure that any such COC data is in compliance with the requirements of its local Aviation Authorities.

COC data will be incorporated by the Seller in the customized Technical Data listed in Clause 14.9.1 unless the Buyer specifies in writing into which customized Technical Data the Buyer desires that the COC data be incorporated. Following incorporation of the COC data as requested by the Buyer, the relevant customized Technical Data will show only the aircraft configuration that reflects the COC data and not the configuration before incorporation of the COC data.

- 14.9.3 The Buyer hereby acknowledges and accepts that the incorporation of any COC into the Technical Data will be at the Buyer's sole risk, and the Seller will have no liability whatsoever with respect to: (a) the contents of any COC (including any omissions or inaccuracies therein) (b) any effect that the incorporation of such COC may have on the Technical Data or (c) any costs of any nature that any COC may have on all subsequent Service Bulletins and modifications.

The Seller will not be required to check the accuracy or validity of any COC data submitted for incorporation into the Technical Data.

- 14.9.4 The Buyer will indemnify and hold the Seller harmless from and against any losses (including reasonable attorneys' fees) arising from claims by any third party for injury, loss or damage incurred directly or indirectly as a result of incorporation of any COC into the Technical Data issued by the Seller.

- 14.9.5 No liability on the part of the Seller will arise, and no obligations of the Buyer under the foregoing Clause 14.9.4 will be reduced, by any communication, whether written or oral, between the Seller and the Buyer with respect to COC data or the incorporation of such data into the Technical Data.

- 14.9.6 The Seller's costs with respect to the incorporation of any COC will be invoiced to the Buyer under conditions specified in ANACS' Customer Services Catalog in effect at the time of the Buyer's request for incorporation.

14.10 Software Services

14.10.1 Performance Engineer's Programs

In addition to the standard operation manuals, the Seller will provide to the Buyer Performance Engineer's Programs (PEPs) under the terms and conditions of the License for use of Software attached as Appendix 1 to Exhibit F hereto (the "**Software License**"). Use of PEP will be limited to one (1) copy installed on one (1) computer. PEP is intended for use on the ground only and will not be installed on an Aircraft. The Seller will provide the Buyer with a three-day installation and review visit regarding the PEPs.

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The Software License for use of PEP will be granted [\*\*\*]. At the expiration of that period, the Buyer will be entitled to continue to use the PEP Software [\*\*\*], in accordance with the terms and conditions of the then-current Airbus North America Customer Services Catalog.

14.10.2 Basic AirN@V

The following Technical Data are provided on DVD (digital video disk) and shall also be governed by the terms and conditions of the Software License:

- Trouble Shooting Manual
  - Aircraft Maintenance Manual
  - Illustrated Parts Catalog
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From time to time, the Seller may make additional Technical Data available on DVD and may impose other reasonable license conditions with respect thereto.

The Software License for use of Basic AirN@y will be granted [\*\*\*]. At the expiration of that period, the Buyer will be entitled to continue to use the software [\*\*\*], in accordance with the terms and conditions of the then current Airbus North America Customer Services Catalog.

14.10.3 Airbus On-Line Services

- 14.10.3.1 AOLS is a database allowing the Buyer to access a wide range of services through a web portal. AOLS, including a description of those Technical Data that are available through the use of AOLS, are described in Attachment 1 to Appendix 2 to Exhibit F. AOLS described in Paragraph A of such Attachment are available [\*\*\*].
- 14.10.3.2 The Seller will provide to the Buyer Airbus On-Line Services ("AOLS") under the terms and conditions of the License Agreement for use of AOLS attached as Appendix 2 to Exhibit F here to (the "AOLS License") and to the Software License attached as Appendix 1 to Exhibit F. [\*\*\*]
- 14.10.3.3 Those Technical Data that are available through AOLS and individual documents, contained therein will be subject to change, revision and/or replacement from time to time. [\*\*\*]

Spirit Airlines - A320 FAMILY - PA

54

14.11 Warranty

The provisions of Clause 12, including, without limitation, Clause 12.6 (EXCLUSIVITY OF WARRANTIES AND GENERAL LIMITATIONS OF LIABILITY), will apply to the Technical Data provided under this Clause 14.

14.12 Proprietary Rights

All proprietary rights, including but not limited to patent, design and copyrights, relating to Technical Data will remain with the Seller. Subject to the requirements of Section 14.13, all Technical Data are supplied to the Buyer for the sole use of the Buyer, who undertakes not to divulge the contents thereof to any third party unless permitted by this Agreement or otherwise required pursuant to any governmental or legal requirement imposed on the Buyer.

These proprietary rights will also apply to any translation into a language or languages or media that may have been performed or caused to be performed by the Buyer.

14.13 Confidentiality

The Technical Data and their content are designated as confidential. All such Technical Data are supplied to the Buyer for the sole use of the Buyer who undertakes not to disclose the contents thereof to any third party without the prior written consent of the Seller which consent will not be unreasonably withheld, save as permitted therein or otherwise pursuant to any government or legal requirement imposed upon the Buyer.

In the event that the Buyer is required to divulge the Technical Data pursuant to any governmental or legal requirement, the Buyer shall promptly notify Seller prior to any disclosure so that Seller can assist the Buyer in maintaining the confidentiality of such Technical Data.

The obligations of confidentiality for Technical Data and their contents shall not apply to any Technical Data that Buyer establishes: (a) is generally known to the public at the date of disclosure by Seller to Buyer; or (b) enters the public domain during this Agreement, through no fault of either the Seller or a third party performing technical services for Seller.

15 - SELLER REPRESENTATIVES

The Seller will provide or cause to be provided at no charge to the Buyer the services described in this Clause 15, at the Buyer's main base or at other locations to be mutually agreed.

Spirit Airlines - A320 FAMILY - PA

55

15.1 Resident Customer Support Representatives

15.1.1 The Seller will provide representatives to act in an advisory capacity at the Buyer's main base or at other locations ("**Resident Customer Support Representative**") to be mutually agreed.

(i) [\*\*\*]

(ii) [\*\*\*]

15.1.2 The Seller will provide to the Buyer an annual written account of the consumed man-months of Resident Customer Support Representative's time consumed in the preceding year together with any remaining balance.

15.1.3 Should the Buyer request Resident Customer Support Representative time that exceeds the amounts set forth in Clause 15.1.1(ii), the Seller may provide additional service subject to the terms and conditions agreed by the Buyer and the Seller at the time of such request.

15.1.4 The Seller will cause similar resident customer support services to be provided by the representatives of the Propulsion System manufacturer and by representatives of the Suppliers when necessary and applicable.

15.2 Customer Support Director

The Seller will assign the services of one (1) Customer Support Director based in Herndon, Virginia, to liaise between the Manufacturer and the Buyer on product support matters after signature of this Agreement and for as long as the Buyer operates at least one (1) Aircraft.

15.3 [\*\*\*]

15.4 Buyer's Support

15.4.1 From the date of arrival of the first Resident Customer Support Representative and Spares Representative and for the duration of the assignment, the Buyer will provide free of charge, suitable office space, office equipment and facilities

Spirit Airlines - A320 FAMILY - PA

56

including, telephone and facsimile connections, for the sole use of the Resident Customer Support Representative(s) in or conveniently near the relevant Buyer's facilities.

15.4.2 In accordance with the Buyer's regulations, the Buyer will provide [\*\*\*] to the Seller

- (i) airline tickets in business class, confirmed and guaranteed between the site at which the Resident Customer Support Representative services are to be provided and the international airport nearest Toulouse, France, that is on the Buyer's network for the Resident Customer Support Representative(s) and the Spares Parts Field Representative mentioned in and 15.4, for travel at the beginning and end of the applicable assignment; and
- (ii) when said Resident Customer Support Representative(s) are requested by the Buyer to travel from the site to which they are assigned, transportation on coach class basis between the said locations and the place of assignment.

15.4.3 The Buyer and the Seller will give each other all necessary reasonable assistance with general administrative functions specific to their respective countries and with procurement of the documents necessary to live and work in such countries.

15.5 Temporary Assignment and Withdrawal of Resident Customer Support Representative

The Seller will have the right upon written notice to and communication with the Buyer to transfer or recall any Resident Customer Support Representative(s) on a temporary basis if and for so long as, in the Seller's reasonable opinion, conditions are dangerous to the Resident Customer Support Representative's safety or health or prevent the fulfillment of such Resident Customer Support Representative's contractual tasks. The Buyer will receive credit for the man-days during which any Resident Customer Support Representative is absent from the Buyer's facility pursuant to this Clause 15.5.

15.6 Representatives' Status

In providing the above technical service, the Seller's employees, including Resident Customer Support Representative(s), the Spares Representative and the Customer Support Director, are deemed to be acting in an advisory capacity only and at no time will they be deemed to be acting, either directly or indirectly, as the Buyer's employees or agents.

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16 - TRAINING AND TRAINING AIDS

16.1 General

This Clause covers the terms and conditions for the supply of training and training aids for the Buyer's personnel to support the Aircraft operation.

16.2 Scope

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- 16.2.1 The range and quantity of training and training aids to be provided free of charge under this Agreement are covered in Appendix A to this Clause 16. The Seller will arrange availability of such training and training aids in relation to the delivery schedule for the Aircraft set forth in Clause 9.1.1.
- 16.2.2 The contractual training courses, defined in Appendix A to this Clause 16, will be provided up to [\*\*\*] after delivery of the last Aircraft.
- 16.2.3 If the, Buyer uses none or only part of the training or training aids to be provided pursuant to this Clause, no compensation or credit of any sort will be provided.

16.3 Training Organization / Location

- 16.3.1 The Seller will provide the training at the Airbus Training Center in Miami, Florida unless otherwise agreed by the Buyer. The Seller will not be liable for any delays in training due to unavailability of facilities or scheduling difficulties in Miami if an alternative training center has been proposed by the Seller and refused by the Buyer.
- 16.3.2 If unavailability of facilities or scheduling difficulties make training by the Seller impractical at the training center listed in Clause 16.3.1, the Seller will notify the Buyer and the parties will discuss alternative arrangements for such training support, described in this Clause 16 at other Seller affiliated training centers located in North America.
- 16.3.3 Upon the Buyer's request the Seller may also provide certain training at one of the Buyer's bases, if and when practicable for the Seller, under terms and conditions to be mutually agreed upon. In this event, all additional charges listed in Clause 16.6.2 will be borne by the Buyer.

16.4 Training Courses

- 16.4.1 Training courses, as well as the minimum and maximum numbers of trainees per course provided for the Buyer's personnel, are defined in the Seller's applicable training course catalog (the "**Training Course Catalog**") and will be scheduled as mutually agreed upon during a training conference (the "**Training Conference**") that will be held as soon as practicable after signature of this Agreement and no later than six (6) months prior to delivery of the first Aircraft (provided that any failure attributable to the Seller to conduct such meeting within such period shall not affect Seller's obligation to provide such training).

Spirit Airlines - A320 FAMILY - PA

58

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- 16.4.2 The following terms will apply when training is performed by the Seller.
- (i) Training courses will be the Seller's standard courses as described in the Seller's applicable Training Course Catalog valid at the time of execution of the course. The Seller will be responsible for all training course syllabi, training aids and training equipment necessary for the organization of the training courses.
- (ii) The training curricula and the training equipment may not be fully customized. However, they may be modified to include the most significant aspects of the Specification as known at the latest six (6) months prior to the date of the first training course planned for the Buyer and will be configured in order to obtain the relevant Aviation Authority's approval and to support the Seller's teaching programs.
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- (iii) Training data and documentation necessary for training detailed in Appendix A to this Clause 16 will be [\*\*\*] and will not be revised. Training data and documentation will be marked "FOR TRAINING ONLY" and as such will be supplied for the sole and express purpose of training.
  - (iv) Upon the request of the Buyer and at no charge to the Buyer, the Seller will collect and pack for consolidated shipment to the Buyer's facility, all training data and documentation of the Buyer's trainees attending training at the Airbus Training Center in Miami, Florida or Blagnac, France as applicable. This training data and documentation will be delivered Free Carrier (FCA) Miami International Airport. It is understood that title to and risk of loss of the training data and documentation will pass to the Buyer upon delivery.
- 16.4.3 If the Buyer decides to cancel or reschedule a training course, a minimum advance notice of [\*\*\*] will be required. Any later cancellation or change from the Buyer, when courses cannot be allocated to other customers, will be deducted from the training allowances defined herein or if no such training allowances remain, the Seller will invoice the Buyer at the then prevailing prices in the ANACS Customer Services Catalog.
- 16.4.4 In fulfillment of its obligation to provide training courses, when the Seller performs the training courses, the Seller will deliver to the trainees a certificate of completion at the end of any such training course. The Seller's certificate does not represent authority or qualification by any official Aviation Authorities but may be presented to such officials in order to obtain relevant formal qualification.

If training is provided by a training provider selected by the Seller, the Seller will cause such training provider to deliver a certificate of completion at the end of any such training course. Such certificate will not represent authority or qualification by any official Aviation Authorities but may be presented to such officials in order to obtain relevant formal qualification.

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16.5 Prerequisites

- 16.5.1 Training will be conducted in English and all training aids are written in English using common aeronautical terminology. Trainees must have the prerequisite experience as defined in Appendix B to this Clause 16.

The Seller's training courses are "Initial Equipment Training Courses", "**Transition Training Courses**", and "Upgrade Training Courses". The Seller does not provide "**Ab Initio Training Courses**".

The Buyer will be responsible for the selection of the trainees and for any liability with respect to the entry knowledge level of the trainees.

- 16.5.2 The Buyer will provide the Seller with an attendance list of the trainees for each course with the validated qualification of each trainee. The Seller reserves the right to verify the trainees' proficiency and previous professional experience. The Seller will in no case warrant or otherwise be held liable for any trainee's performance as a result of any training services provided.
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16.5.3 Upon the Buyer's request, the Seller may be consulted to direct the above mentioned trainee(s) through a relevant entry level training program, which will be at the Buyer's charge, and, if necessary, to coordinate with competent outside organizations for this purpose. Such consultation will be held during the Training Conference.

If the Seller should determine that a trainee lacks the required entry level, such trainee will, following consultation with the Buyer, be withdrawn from the program.

Upon such withdrawal, the Seller will deduct the corresponding allowance from the total allowance for the applicable training.

## 16.6 Logistics

### 16.6.1 Trainees

16.6.1.1 When training is done at the Airbus Training Center in Miami, Florida, the Seller will provide a [\*\*\*] rental car for all of the Buyer's trainees for the duration of the training course on the basis of one (1) rental car per four (4) maintenance and operations trainees and one (1) rental car per flight crew. At the Buyer's request, the Seller will make available an alternative means of transportation for the flight attendants.

Spirit Airlines - A320 FAMILY - PA

60

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The Seller will provide rental cars with unlimited mileage, and the Buyer will pay for gas, and fines, if any. However, the Buyer will indemnify and hold the Seller harmless from and against all liabilities, claims, damages, costs and expenses for any injury to or death of any of the Buyers' trainees or to any third party occurring during the course of such transportation.

16.6.1.2 When training is done at the Airbus Training Center in Blagnac, France, or Beijing, China, or at another location pursuant to Clause 16.3.2, the Seller will provide free local transportation by bus for the Buyer's trainees to and from designated pick up points and the training center.

16.6.1.3 Living expenses for the Buyer's trainees are to be borne by the Buyer.

### 16.6.2 Training at External Location

#### 16.6.2.1 Seller's Instructors

If at the Buyer's request, training is provided by the Seller's instructors at any location other than the Seller's training centers, the Buyer will reimburse the Seller for all the expenses (other than as set forth in Clause 16.3.3, if applicable), defined below in Clauses 16.6.2.2, 16.6.2.3, 16.6.2.4 and 16.6.2.5 related to the assignment of such instructors and their performance of the duties as aforesaid.

#### 16.6.2.2 Living Expenses for the Seller's Instructors

Such expenses, covering the entire period from day of secondment to day of return to the Seller's base, will be limited to lodging, food and local transportation to and from the place of lodging and the training course location. The Buyer will reimburse the Seller for such expenses on the basis of a per diem rate corresponding to the current per diem rate used by the Seller for its personnel.

16.6.2.3

Air Travel

The Buyer will reimburse the Seller for business class air transportation when the Seller's personnel must travel internationally, and for confirmed coach class fares, on the Buyer's routes wherever possible for Seller's personnel traveling domestically and reasonable food and lodging expenses to and from the Buyer's designated training site and the Seller's training center.

16.6.2.4

Training Material

The Buyer will reimburse the Seller for the cost of shipping the training material needed to conduct such courses.

16.6.2.5

Buyer's Indemnity

The Buyer will be solely liable for any and all cancellation or delay in the performance of the training outside of the Seller's training centers that is associated with the transportation provided under Clause 16.6.2.3 above will indemnify and hold the Seller harmless from such delay.

16.6.2.6

Training Equipment Availability

Training equipment necessary for course performance at any course location other than the Seller's training centers or the facilities of the training provider selected by the Seller will be provided by the Buyer in accordance with the Seller's specifications.

16.7

Flight Operations Training

16.7.1

Flight Crew Training Course

16.7.1.1

The Seller will perform a flight crew training course program for the Buyer's flight crews. A flight crew will consist of two pilots, as defined in Appendix A to this Clause 16. The training manual used will be the Seller's Flight Crew Operating Manual or the Buyer's Flight Crew Operating Manual, as applicable.

16.7.1.2

The Buyer will use its delivered Aircraft for any required in-flight training. This training will not exceed one (1) session of one and a half (1.5) hours per pilot. When in-flight crew training is performed in Blagnac, France, the Seller will provide free-of-charge line maintenance, including servicing, preflight checks and changing of minor components, subject to conditions agreed in this Agreement.

16.7.1.3

The Buyer will provide mutually agreed spare parts as required to support said in-flight training and will provide evidence of insurance coverage consistent with Clause 19.

- 16.7.1.4 In all cases, the Buyer will bear the expenses of fuel, oil and landing fees.
- 16.7.2 Flight Crew Line Initial Operating Experience
- 16.7.2.1 In order to assist the Buyer with initial operating experience after delivery of the first Aircraft, the Seller will provide pilot instructors as defined in Appendix A to this Clause 16 to the Buyer. The maximum number of Seller's pilot instructors present at the Buyers site at one time will be limited to four (4).
- 16.7.2.2 Additional pilot instructors can be provided at the Buyer's expense upon conditions to be mutually agreed.
- 16.7.2.3 Prior to any flight training to be performed by the Seller on the Buyer's Aircraft, the Buyer will provide the Seller with a copy of the certificate, of insurance as requested in Clause 19.
- 16.7.3 Flight Attendants' Familiarization Course The Seller will provide flight attendants' course(s) to the Buyer's flight attendants, as defined in Appendix A to this Clause 16 at the Training Conference.

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- 16.8 Maintenance Training
- 16.8.1 The Seller will provide maintenance training for the Buyer's ground personnel as defined in Appendix A to this Clause 16.
- The available courses are listed in the Seller's applicable Training Course Catalog.
- The practical training provided in the frame of maintenance training is performed exclusively on the training devices in use in the Seller's Training Center or Affiliated Training Centers. If additional practical training is required, such additional practical training can be organized with the assistance of the Seller, in accordance with Clause 16.8.2 hereunder.
- 16.8.2 Practical Training
- If the Buyer requires practical training to be organized at another airline's facilities ("Practical Training"), the Seller will assist the Buyer in organizing this training without guaranteeing the availability of any such facilities.
- Such Practical Training will be deducted from the trainee-day allowance defined in Paragraph 2.1 of Appendix A to this Clause 16 in the manner defined in Paragraph 3 of such Appendix.
- 16.8.3 Maintenance Initial Operating Experience Training
- In order to assist the Buyer during the entry into service of the Aircraft, the Seller will provide maintenance instructor(s) at the Buyer's base as defined in Appendix A to this Clause 16 to the Buyer.
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- 16.8.3.1 This maintenance initial operating experience training will consist of training in handling and servicing of Aircraft, flight crew and maintenance coordination, use of paper and/or electronic documentation and/or any other activities which may be deemed necessary after delivery of the first Aircraft.
- 16.8.3.2 The Buyer will reimburse the expenses for said instructor(s) in accordance with Clause 16.6.2. Additional maintenance instructors can be provided at the Buyer's expense.

16.9 Supplier and Engine Manufacturer Training

The Seller will ensure that major Suppliers and the Propulsion System manufacturer provide maintenance training and overhaul training on their products at appropriate times.

A copy of the Supplier Training Catalog, listing the suppliers that provide training, will be supplied to the Buyer on request.

Spirit Airlines - A320 FAMILY - PA

63

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16.10 Training Aids for the Buyer's Training Organization

- 16.10.1 The Seller will provide to the Buyer the Airbus Computer Based Training, training aids, as used in the Seller's Training Centers, free of charge as defined in Appendix A to this Clause 16.

The Airbus CBT System and training aids supplied to the Buyer will be similar to those used at the Airbus Training Centers for training provided for the Buyer. The Airbus CBT System in use at the Seller's Training Center may be revised on a regular basis and such revisions, if any, will be provided to the Buyer free or charge during the period when training courses provided under this Clause 16 are performed for the Buyer or up to one (1) year after Delivery of the last Aircraft delivered under this Agreement; whichever occurs first.

16.10.2 Delivery of Training Aids

- 16.10.2.1 The Seller will deliver to the Buyer the Airbus CBT System and, training aids as defined in Appendix A to this Clause 16, at a date to be mutually agreed during the Training Conference.

- 16.10.2.2 Those items supplied to the Buyer pursuant to Clause 16.10.1 above will be delivered FCA Toulouse, France, and/or FCA Hamburg, Germany. Title to and risk of loss of said items will pass to the Buyer upon delivery.

16.10.3 Installation

- 16.10.3.1 The Buyer will provide any and all the necessary hardware on which the Airbus CBT System will be installed and Seller will not be responsible for any incompatibility of such hardware with the Airbus CBT System.

- 16.10.3.2 The Airbus CBT System will be installed by the Buyer's personnel who have completed the Airbus CBT training, and the Seller will be held harmless from any damage to persons and/or to property caused by or in any way connected with the handling and/or installation of the Airbus CBT System by the Buyer's personnel, unless the Seller provides unique instructions for such installation and the Buyer follows such instructions, such instructions are inaccurate and such inaccuracies are the cause of the damage.
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16.10.3.3 The Buyer will reimburse the expenses in accordance with Clause 16.6., for the Seller's personnel required at the Buyer's facility to conduct Airbus CBT Training and/or provide installation assistance.

16.10.4 License

Spirit Airlines - A320 FAMILY - PA

64

16.10.4.1 The Seller will grant the Buyer a license to use the Airbus CBT System, as defined in Appendix C to this Clause 16.

16.10.4.2 Supply of additional sets of courseware, as well as any extension of the license for such courseware, will be subject to terms and conditions to be mutually agreed.

16.10.5 The Seller will not be responsible and hereby disclaims any and all liabilities resulting from or in connection with the use by the Buyer of the training aids at the Buyer's facilities.

16.11 Proprietary Rights

The Seller's training data and documentation, Airbus CBT System and training aids are proprietary to the Manufacturer and its suppliers and the Buyer agrees not to disclose the content of the courseware or any information or documentation provided by the Seller in relation to training in whole or in part, to any third party without the prior written consent of the Seller, except as required by law or legal process or in connection with the enforcement of its rights hereunder.

Spirit Airlines - A320 FAMILY - PA

65

APPENDIX A TO CLAUSE 16

TRAINING ALLOWANCES

1. FLIGHT OPERATIONS TRAINING

1.1 Flight Crew Training

The Seller will provide flight crew training (regular transition) [\*\*\*] for [\*\*\*] of the Buyer's flight crews. In addition, the Seller will provide [\*\*\*] dry full flight simulator time for an aggregate [\*\*\*] hours.

1.2 Flight Crew Line Initial Operating Experience

The Seller will provide to the Buyer pilot instructor(s) for [\*\*\*] months to assist with flight-crew initial operating experience.

The maximum number of pilot instructors present at the Buyer's site at any one time will be limited to [\*\*\*] pilot instructors.

1.3 Instructor Cabin Attendants' Familiarization Course

The Seller will provide to the Buyer cabin attendants' training [\*\*\*] for up to [\*\*\*] of the Buyer's flight attendants. Seller will make available its door trainer equipment facilities for [\*\*\*] hours, subject to a mutually agreed schedule.

1.4 Dispatch/Performance/Operations/Ground Support Course(s)

The Seller will provide to the Buyer [\*\*\*] trainee days of dispatch/performance/ operations/ground handling training free of charge for the Buyer's dispatchers, performance engineers and load-master specialists.

The above trainee days will be used solely for the dispatch/performance/operations training courses as defined in the Seller's applicable Training Course Catalog.

2. MAINTENANCE TRAINING

2.1 Maintenance Training Courses

The Seller will provide to the Buyer [\*\*\*] trainee days of maintenance training [\*\*\*] for the Buyers personnel.

These trainee days will be used solely for the Maintenance training courses as defined in the Sellers' applicable Training Course Catalog.

2.2 Maintenance Initial Operating Experience Training

The Seller will provide to the Buyer maintenance instructor(s) at the Buyer's base [\*\*\*] for a period of [\*\*\*] man-months.

3. TRAINEE DAYS ACCOUNTING

Trainee days are counted as follows:

(i) For instruction at the Seller's training centers or an affiliated training center, including, without limitation, a training center agreed by the parties should Seller's training center in Miami not be available, one day of instruction for one (1) trainee equals one (1) trainee day. The number of trainees as confirmed by the Buyer [\*\*\*] before the beginning of the course will be counted as the number of trainees considered to have taken the course.

(ii) For instruction outside of the Seller's training centers or an affiliated training center, not including Practical Training, one (1) day of instruction by one (1) Seller instructor equals the actual number of trainees attending the course or a minimum of [\*\*\*] trainee days.

(iii) For instruction outside of the Seller's training center or affiliated training center that is Practical Training, one (1) day of instruction by one (1) Seller instructor equals the actual number of trainees attending the course or a minimum of [\*\*\*] days.

(iv) If training is provided outside of the Seller's training center or affiliated training centers specifically at the Seller's request, Paragraph 3 (i) above shall be applicable to the trainee days accounting for such training facility.

4. TRAINING AIDS AND CBT SYSTEM FOR BUYER'S TRAINING ORGANIZATION

4 The Seller will provide to the Buyer [\*\*\*] "Airbus CBT System," defined in Clause 2.1.3 of Appendix C to Clause 16, related to the Aircraft. The Seller will also provide free of charge updates to courseware in Clause 4.2 below when developed by the Manufacturer, continuing through to the third year following delivery of the last Aircraft.

4.1 The Airbus CBT System supplied to the Buyer will consist of

- [\*\*\*] copies on CD-ROM of Airbus CBT installation/utilization guides
- [\*\*\*] sets of CD-ROMs with run time software related to the delivered courseware.
- [\*\*\*] CD-ROMs of cockpit panels for training.

For Flight Operations Training

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The Airbus CBT courseware will be delivered with [\*\*\*] copies on CD ROM with Airbus CBT courseware files

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APPENDIX A TO CLAUSE 16

For Maintenance Training

The maintenance Airbus CBT courseware will be delivered with

- [\*\*\*] copies on CD ROM with Airbus CBT courseware files
- [\*\*\*] sets of electronic training documentation masters, whenever applicable

For Performance/Operations Training

The A320 Family performance/operations Airbus CBT Courseware will be delivered with

- [\*\*\*] copies on CD ROMS with Airbus CBT courseware files
- [\*\*\*] sets of electronic training documentation masters, whenever applicable

For In-flight Training

The A320 Family maintenance Airbus CBT courseware will be delivered with

- [\*\*\*] copies on CD ROM with Airbus CBT courseware files
- [\*\*\*] sets of electronic training documentation masters, whenever applicable

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APPENDIX B TO CLAUSE 16

MINIMUM RECOMMENDED QUALIFICATIONS

IN RELATION TO TRAINING REQUIREMENTS

(Standard Transition Courses)

The prerequisites listed below are the minimum recommended requirements specified for Airbus training. If the appropriate Aviation Authority or the specific airline policy of the trainee's airline demand greater or additional requirements, such requirements will be considered as prerequisites.

- CAPTAIN prerequisites

- . Fluency in English
- . 1500 hours minimum flying experience as pilot
- . 1000 hours experience on FAR/JAR 25 aircraft
- . 200 hours experience as airline, corporate pilot or military pilot
- . Must have flown transport type aircraft, as flying pilot.

- FIRST OFFICER prerequisites

- . Fluency in English
- . 500 hours minimum flying experience as pilot of fixed wing aircraft
- . 300 hours experience on FAR/JAR 25 aircraft
- . 200 hours flying experience as airline pilot or a corporate pilot or military pilot
- . Must have flown transport type aircraft, as flying pilot

For both CAPTAIN and FIRST OFFICER, if one or several of the above criteria are not met, the trainee must follow

- (i) an adapted course or

- (ii) an Entry Level Training (ELT) program before entering the regular or the adapted course.

Such course(s), if required, will be at the Buyer's expense.

- MAINTENANCE PERSONNEL prerequisites

- (i) For all Maintenance courses:

. Fluency in English

. Experience on first or second generation jet transport category aircraft

- (ii) Additional prerequisites (for Aircraft Rigging Engine Run-Up and Maintenance Initial Operating Course):

- Qualified as line or line and base mechanic on the relevant Airbus aircraft type (for Maintenance Initial Operating Experience Course).

Maintenance Training Difference Courses additional prerequisites:

Currently qualified on the base Aircraft.

APPENDIX C TO CLAUSE 16

LICENSE FOR USE OF AIRBUS COMPUTER BASED TRAINING

1. GRANT

The Manufacturer having developed and being the owner of a system software permitting the use of programmed instructions providing flight crew and maintenance training known as the "Airbus CBT Software", and having granted a license for use of the Airbus CBT Software to Seller, which license entitles Seller to further sublicense the Airbus CBT Software to the Buyer, Seller hereby grants, and the Buyer hereby accepts, a non-exclusive, non-assignable and non-transferrable license (the "License") to the Buyer for use of the Airbus CBT Software pursuant to the terms and conditions herein.

2. DEFINITIONS

- 2.1 For the purpose of this Appendix C to Clause 16, the following definitions will apply:

2.1.1 "Airbus CBT Courseware" means the programmed instructions that provide flight crew and maintenance training.

2.1.2 "Airbus CBT Software" means the system software that permits the use of the Airbus CBT Courseware.

2.1.3 "Airbus CBT System" means the combination of the Airbus CBT Software and the Airbus CBT Courseware.

2.1.4 "Student/Instructor Mode" means the mode that allows the user to run the Airbus CBT Courseware.

2.1.5 "Airbus CBT Training" means the training enabling the Buyer to load and use the Airbus CBT System.

2.1.6 "User Guide" means the documentation, which may be in electronic format designed to assist the Buyer to use the Airbus CBT.

- 2.2 For the purpose of clarification, it is hereby stated that all related hardware required for the operation of the Airbus CBT System is not part of the Airbus CBT System and will be procured under the sole responsibility of the Buyer.

### 3. COPIES

- 3.1 The Buyer will be permitted to copy the Airbus CBT Software for back-up and archiving purposes and for loading of the Airbus CBT Software exclusively on the Buyer's workstations. In such cases, the Buyer will advise the Seller in writing stating the number and purpose of any copies made. Any other copying without Sellers consent is strictly prohibited.

- 3.2 The Buyer will reproduce the copyright and other notices as they appear on or within the original media on any copies that the Buyer makes of the Airbus CBT Software.

### 4. TERM

The rights under this License are granted to the Buyer for as long as the Buyer operates the aircraft model to which the Airbus CBT Software and the Airbus CBT courseware apply. Within thirty (30) Working Days after the date upon which, the Buyer stops operating said Aircraft model, the Buyer will return the Airbus CBT System and any copies thereof to the Seller, accompanied by a certification that the Buyer has returned all existing copies.

### 5. PERSONAL ON-SITE LICENSE

- 5.1 The License granted herein is personal to the Buyer for use of the Airbus CBT System and is nontransferable and nonexclusive.

- 5.2.1 The Buyer may not (i) distribute or sublicense any portion of the Airbus CBT System to a third party, (ii) modify or prepare derivative works from the Airbus CBT Software, except as set forth in 6.1 herein (iii) publicly display visual output of the Airbus CBT Software, or (iv) transmit the Airbus CBT Software electronically by any means.

- 5.2.2 The Buyer will use the Airbus CBT exclusively in the technical environment defined in the User Guide.

Notwithstanding the above, the right to use the Airbus CBT on the Buyer's internal network installation is granted to the Buyer, subject to the Buyer strictly complying with the conditions of use and the confidentiality commitments set forth in this Airbus CBT License.

### 6. CONDITIONS OF USE

#### 6.1 Use of the Airbus CBT Software

For the student delivery mode, the Buyer will use the Airbus CBT Software for the exclusive purpose of

- (i) including students on the roster for one or several courses syllabi in order to follow students' progression,
- (ii) rearranging course syllabi or creating new syllabi using available courseware modules, it being understood that the Seller disclaims any responsibility regarding any course(s) that may be modified or rearranged by the Buyer.

6.2 Use of the Airbus CBT Courseware

The Buyer will use the Airbus CBT Courseware for the exclusive purpose of training its personnel, or third party personnel contracted to perform work on the Aircraft on behalf of the Buyer. Such training will be performed at the Buyer's facility or at a subcontractor's facility, provided it is conducted by the Buyer's personnel.

7. PROPRIETARY RIGHTS AND NONDISCLOSURE

The Airbus CBT Software and Airbus CBT Courseware, the copyrights and any and all other author rights, intellectual, commercial or industrial proprietary rights of whatever nature in the Airbus CBT Software and Airbus CBT Courseware are and will remain with the Seller, the Manufacturer or their suppliers, as the case may be. The Airbus CBT Software and Airbus CBT Courseware and their contents are designated as confidential. The Buyer will not take any commercial advantage by copy or presentation to third parties of the Airbus CBT Software, the documentation, the Airbus CBT Courseware, and/or any rearrangement, modification or copy thereof.

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The Buyer acknowledges the Manufacturer's proprietary rights in the Airbus CBT System and undertakes not to disclose the Airbus CBT Software or Airbus CBT Courseware or parts thereof or their contents to any third party without the prior written consent of the Seller. Insofar as it is necessary to disclose aspects of the Airbus CBT Software and Airbus CBT Courseware to the Buyer's personnel, such disclosure is permitted only for the purpose for which the Airbus CBT Software and Airbus CBT Courseware are supplied to the Buyer under the License.

8. LIMITED WARRANTY

8.1 The Seller warrants that the Airbus CBT System is prepared in accordance with the state of the art at the date of its development. Should the Airbus CBT System be found to contain any nonconformity or defect, the Buyer will notify the Seller promptly thereof and the sole and exclusive liability of the Seller under this Clause 8.1 of the Airbus CBT License will be to promptly correct the same at its own expense.

8.2 EXCLUSIVITY OF LIABILITY

THE WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE SELLER AND REMEDIES OF THE BUYER SET FORTH IN THIS LICENSE AND IN THE PATENT AND COPYRIGHT INDEMNITY SET FORTH IN CLAUSE 13 OF THE AGREEMENT ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF THE SELLER AND RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST THE SELLER, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE WITH RESPECT TO ANY NONCONFORMITY OR DEFECT IN AIRBUS CBT SYSTEM DELIVERED UNDER THIS LICENSE INCLUDING BUT NOT LIMITED TO:

ANY WARRANTY AGAINST HIDDEN DEFECTS;

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS;

ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;

ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY, WHETHER CONTRACTUAL OR IN TORT AND WHETHER OR NOT ARISING FROM THE SELLER'S NEGLIGENCE, ACTUAL OR IMPUTED; AND

ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY FOR LOSS OR DAMAGE TO ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY OR PART THEREOF.

THE SELLER WILL HAVE NO OBLIGATION OR LIABILITY, HOWSOEVER ARISING, FOR LOSS OF USE, REVENUE OR PROFIT OR FOR ANY OTHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WITH RESPECT TO ANY

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NONCONFORMITY OR DEFECT IN THE AIRBUS CBT SYSTEM DELIVERED UNDER THIS LICENSE.

FOR THE PURPOSES OF THIS CLAUSE 8.2, THE "SELLER" WILL INCLUDE THE SELLER AND ITS AFFILIATES.

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## 17 SUPPLIER PRODUCT SUPPORT

### 17.1 Equipment Supplier Product Support Agreements

17.1.1 The Seller will at no charge to the Buyer transfer to the Buyer the Supplier Product Support Agreements ("SPSA") transferable to the Buyer from Suppliers of Seller Furnished Equipment listed in the Specification. These agreements are based on the "World Airlines and Suppliers Guide" and include Supplier commitments contained in the Supplier Product Support Agreements, such commitments including:

- (i) Technical data and manuals required to operate, maintain, service and overhaul the Supplier items will (a) be prepared in accordance with the applicable provisions of ATA Specification 100 and 101, in accordance with Clause 14 of this Agreement, (b) include revision service, and (c) be published in the English language. (The Seller recommends that software data, supplied in the form of an appendix to the Component Maintenance Manual, be provided in compliance with ATA Specification 102 up to level 3 to protect Supplier's proprietary interests.)
- (ii) Warranties and guarantees, including Suppliers' standard warranties, and in the case of Suppliers of landing gear, service life policies for selected landing gear structures.
- (iii) Training to ensure efficient operation, maintenance and overhaul of the Suppliers' items for the Buyer's instructors, shop and line service personnel.
- (iv) Spares data in compliance with ATA Specification 200 or 2000, initial provisioning recommendations, spares and logistics service, including routine and emergency deliveries.
- (v) Technical service to assist the Buyer with maintenance, overhaul, repair, operation and inspection of Supplier items as well as required tooling and spares provisioning.

### 17.2 Supplier Compliance

The Seller will monitor Supplier compliance with support commitments defined in the SPSA and will take action to assist the Buyer to enforce its rights under the SPSA, provided the Buyer has first used commercially reasonable efforts to enforce its rights independently

### 17.3 Supplier Part Repair Stations

The Seller has developed with the Suppliers a comprehensive network of repair stations in the United States of America and Canada for those Supplier Parts

NKS- A320 FAMILY - Draft 4

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originating from outside these countries. As a result, most Supplier Parts are repairable in the United States and Canada. The repair stations in the network are listed in the AOG and Repair Guide.

Supplier Parts that have to be sent for repair outside the United States of America and Canada will be sent back to the Buyer with proper tagging as required by the FAA.

- 17.3.2 The Seller will support the Buyer in cases where the agreed repair turn time of an approved repair station is not met by causing free-of-charge loans or exchanges as specified in the relevant Supplier Product Support Agreements to be offered to the Buyer.

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18 - BUYER FURNISHED EQUIPMENT

18.1 Administration

- 18.1.1 Without additional charge and in accordance with the Specification, the Seller will cause the Manufacturer to provide for the installation of the Buyer Furnished Equipment ("BFE"), provided that the BFE is referred to in the Airbus BFE Catalog of Approved Suppliers by Products valid at the time the BFE is ordered.

The Seller will cause the Manufacturer to advise the Buyer of the dates by and location to which, in the planned release of engineering for the Aircraft, the Seller requires a written detailed engineering definition. This description will include the definition of the dimensions and weight of BFE, the information related to its certification and information necessary for the installation and operation thereof. The Buyer will furnish such detailed description and information by the dates specified. Thereafter, no information, dimensions or weights will be revised unless authorized by an SCN.

The Seller will also provide the Buyer in due time with a schedule of dates and shipping addresses for delivery of BFE and (when requested by the Seller) additional spare BFE in order to permit installation of the BFE in the Aircraft and delivery of the Aircraft in accordance with the delivery schedule. The Buyer will provide the BFE by such dates in a serviceable condition, to allow performance of any assembly, test, or acceptance process in accordance with the industrial schedule.

The Buyer will also provide, when requested by the Manufacturer, at Airbus France S.A.S. works and/or at Airbus Deutschland Gmbh works, as applicable and needed, adequate field service, including support from BFE suppliers to act in a technical advisory capacity to the Seller in the installation, calibration and possible repair of any BFE.

- 18.1.2 The BFE will be imported into France or into Germany by the Buyer under a suspensive customs system (*"Régime de l'entrepôt industriel pour fabrication coordonnée"* or *"Zollverschluss"*) without application of any French or German tax or customs duty, and will be Delivered Duty Unpaid (DDU) (as defined in Incoterms 2000:ICC Official Rules for the Interpretation of Trade Terms, published by the International Chamber of Commerce), to

AIRBUS FRANCE S.A.S.

316 Route de Bayonne

31300

Toulouse FRANCE

or

AIRBUS DEUTSCHLAND GMBH

Division Hamburger Flugzeugbau

Spirit Airlines - A320 FAMILY - PA

77

Kreetslag 10  
21129 HAMBURG  
FEDERAL REPUBLIC OF GERMANY

- 18.1.3 If the Buyer requests the Seller to supply directly certain items that are considered BFE according to the Specification, and if such request is notified to the Seller in due time in order not to affect the delivery date of the Aircraft, the Seller may agree to order such items subject to the execution of an SCN reflecting the effect on price, escalation adjustment, and any other conditions of the Agreement. In such case the Seller will be entitled to the payment of a reasonable handling charge and will bear no liability in respect of delay and product support commitments for such items.

18.2 Requirements

The Buyer is responsible for assuring and warranting, at its expense, that BFE will (i) be manufactured by a qualified supplier and in accordance with the provisions of Clause 18.1.1. above, (ii) meet the requirements of the applicable Specification, (iii) comply with applicable requirements incorporated by reference to the Type Certificate and listed in the Type Certificate Data Sheet, and (iv) be approved by the applicable Aviation Authority delivering the Export Certificate of Airworthiness and by the Buyer's Aviation Authority for installation and use on the Aircraft at the time of Delivery of such Aircraft. The Seller will be entitled to refuse any item of BFE that it considers incompatible with the Specification, the engineering definition mentioned above in Clause 18.1.1 or the certification requirements.

18.3 Buyer's Obligation and Sellers Remedies

18.3.1 Any delay or failure in

- (i) furnishing the BFE in serviceable condition at the requested delivery date,
- (ii) complying with the Clause 18.2 or in providing the descriptive information or service representatives required by Clause 18.1.1, or
- (iii) obtaining any required approval for such equipment under the Aviation Authorities' regulations

may delay the performance of any act to be performed by the Seller, and cause the Final Contract Price of the Aircraft to be adjusted in accordance with the updated delivery schedule, including, in particular, the costs the Seller incurs that are attributable to the delay or failure described above, such as storage, taxes, insurance and costs of out of sequence installation.

18.3.2 In addition to the consequences outlined in Clause 18.3.1, in the event of a delay or failure described in Clause 18.3.1,

Spirit Airlines - A320 FAMILY - PA

78

- (i) the Seller may select, purchase and install equipment similar to the BFE at issue, in which event the Final Contract Price of the affected Aircraft will also be increased by the purchase price of such equipment, plus reasonable costs and expenses incurred by the Seller for handling charge transportation, insurance, packaging and, if required and not already provided for in the price of the Aircraft, for adjustment and calibration; or
- (ii) if the BFE is delayed more than [\*\*\*] days beyond, or unapproved within, [\*\*\*] days of the date referenced in Clause 18.1.1, then the Seller may deliver or the Buyer may elect to have the Aircraft delivered without the installation of such BFE, notwithstanding the terms of Clause 7.2 insofar as it may otherwise have applied, whereon the Seller will be relieved of all obligations to install such equipment.

18.4 Title and Risk of Loss

Title to and risk of loss of BFE will at all times remain with the Buyer, except that risk of loss (limited to cost of replacement of said BFE and excluding in particular loss of use) will be with the Seller for as long as the BFE is in the care, custody and control of the Seller.

18.5 Disposition of BFE Following Termination

- 18.5.1 If a termination of this Agreement pursuant to the provisions of Clause 21 hereof occurs with respect to an Aircraft in which all or any part of the BFE has been installed prior to the date of such termination, the Seller will be entitled, but not required, to remove all items of BFE which can be removed without damage to the Aircraft and to undertake commercially reasonable efforts to facilitate the sale of such items of BFE to other customers, retaining and applying the proceeds of such sales to reduce Seller's damages resulting from the termination.
- 18.5.2 The Buyer will cooperate with the Seller in facilitating the sale of BFE pursuant to Clause 18.5.1 above and will be responsible for all costs incurred by the Seller in removing and facilitating the sale of such BFE. The Buyer will reimburse the Seller for all such costs within five (5) Business Days of receiving documentation of such costs from the Seller.
- 18.5.3 The Seller will notify the Buyer as to those items of BFE not sold by the Seller pursuant to Clause 18.5.1 above and, at the Seller's request, the Buyer will undertake to remove such items from the Seller's facility within thirty (30) days of the date of such notice. The Buyer will have no claim against the Seller for damage or destruction of any item of BFE removed from the Aircraft and not removed from Seller's facility within such period.
- 18.5.4 The Buyer will have no claim against the Seller for damage to or destruction of any item of BFE damaged or destroyed in the process of being deinstalled from the Aircraft, provided that the Seller will use reasonable care in such deinstallation.

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- 18.5.5 The Buyer at no cost to the Seller will grant title to the Seller for any BFE items that cannot be removed from the Aircraft without causing damage to the Aircraft or rendering any system in the Aircraft unusable.

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19 - INDEMNITIES AND INSURANCE

19.1 Seller's Indemnities

(a) The Seller will, except in the case of gross negligence or willful misconduct of the Buyer, its directors, officers, agents, or employees, be solely liable for and will indemnify and will hold the Buyer, its Affiliates, and their respective shareholders, members, directors, officers, lenders, agents and employees and their insurers (the "Buyer Parties") harmless against all losses, liabilities, claims, damages, costs and expenses, including court costs and reasonable attorneys' fees ("Losses"), arising from claims for injuries to, or deaths of, the Seller's, Manufacturer's any Associated Contractor's or their respective subcontractors, Affiliates and Suppliers or the directors, officers, agents or employees of any of the foregoing (the "Seller Parties"), or loss or damage to property of any Seller Party, when such losses occur during or are incidental to (i) the Buyer's exercise of its inspection rights under Clause 6, (ii) the Technical Acceptance Process described in Clause 8, (iii) the provision of Field Assistance pursuant to Clause 15 or (iv) the provision of training pursuant to Clause 16.

(b) The Seller will, except in the case of gross negligence or willful misconduct of the Buyer, its directors, officers, agents, or employees, be solely liable for and will indemnify and will hold the Buyer Parties, and each of them harmless against all losses, liabilities, claims, damages, costs and expenses, including court costs and reasonable attorneys' fees Losses, arising from claims for injuries to or deaths of third parties, or loss of property of third parties, occurring during, or incidental to (i) the Buyer's exercise of its inspection rights pursuant to Clause 6 or (ii) the Technical Acceptance Process described in Clause 8.

#### 19.2 Buyer's Indemnities

The Buyer will, except in the case of gross negligence or willful misconduct of the Seller, its directors, officers, agents and employees, be solely liable for and will indemnify and will hold the Seller Parties and each of them harmless against all Losses arising from:

- (a) claims for injuries to or deaths of the Buyer's directors, officers, agents or employees, or loss or damage to property of the Buyer or its employees or agents, when such losses occur during or are incidental to (i) the Buyer's exercise of its inspection rights under Clause 6; (ii) the Technical Acceptance Process described in Clause 8, (iii) the provision of Field Assistance pursuant to Clause 15, or (iv) the provision of training pursuant to Clause 16; and
- (b) claims for injuries to or deaths of third parties, or loss of property of third parties, where such losses occur during or incidental to (i) the provision of Field Services under Clause 15 or (ii) arise out of the provision of training pursuant to Clause 16.

#### 19.3 Notice and Defense of Claims

- (a) If any claim is made or suit is brought against a party or entity entitled to indemnification under this Clause 19 (the "**Indemnitee**") for damages for which liability has been assumed by the other party under this Clause 19, (the "**Indemnitor**"), the Indemnitee will promptly give notice to the Indemnitor and the Indemnitor (unless otherwise requested by the Indemnitee) will assume and conduct the defense, or settlement, of such suit, as the Indemnitor will deem prudent. Notwithstanding the foregoing, no settlement or compromise will be made without the prior written consent of any Indemnitee if such settlement or compromise would result in the imposition of an injunction or other equitable relief upon such Indemnitee, or if such Indemnitee is not unconditionally and irrevocably released from liabilities or obligations with respect to such suit or claim. Notice of the claim or suit will be accompanied by all information pertinent to the matter as is reasonably available to the Indemnitee and will be followed by such cooperation by the Indemnitee as the Indemnitor or its counsel may reasonably request at the expense of the Indemnitor. The Indemnitee may participate, at its own expense, with Indemnitor in the defense or appeal of any such claim or suit, with attorneys of its choosing; provided that the Indemnitor retains sole control and authority regarding any such defense, compromise, settlement, appeal, or similar action, subject to all other provisions of this Clause 19.3(a).

- (b) If the Indemnitor fails or refuses to assume the defense of any claim or lawsuit notified to it under this Clause 19, the Indemnitee will have the right to proceed with the defense or settlement of the claim or lawsuit as it deems prudent and will have a claim over against the Indemnitor for any judgments, settlements, costs or expenses, including reasonable attorneys' fees. Further, in such event, the Indemnitor will be deemed to have waived any objection or defense to the Indemnitee's claim based on the reasonableness of any settlement.

#### 19.4 Insurance

19.4.1 For all training periods on aircraft, the Buyer will cause the Seller, as defined in Clause 19.3 hereof, its Affiliates, and its Suppliers, and their respective insurers to be named as additional insureds under the Buyer's Comprehensive Aviation Legal Liability insurance policies, including War Risks and Allied Perils, to the extent of the Buyer's undertaking set forth in Clause 19.2. With respect to the Buyer's Hull All Risks and Hull War Risks insurances and Allied Perils, the Buyer will cause the insurers of the Buyer's hull insurance policies to waive all rights of subrogation against the Seller, as defined in Clause 19.3 hereof, its Affiliates, its Suppliers, and their insurers, to the extent of the Buyer's undertaking set forth in Clause 19.2.

Any applicable deductible will be borne by the Buyer. With respect to the above policies, the Buyer will furnish to the Seller, not less than five (5) Working Days

Spirit Airlines - A320 FAMILY - PA

82

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prior to the start of any such training period, certificates of insurance, in English, evidencing the limit of liability cover and period of insurance in a form reasonably acceptable to the Seller from the Buyer's insurance broker(s) certifying that such policies have been endorsed as follows:

- (i) under the Comprehensive Aviation Legal Liability Insurances, the Buyer's policies are primary and non-contributory to any insurance maintained by the Seller.
- (ii) Such insurance, can only be cancelled or materially altered by the giving of not less than [\*\*\*] days (but [\*\*\*] days or such lesser period as may be customarily available in respect of War Risks and Allied Perils) prior written notice thereof to the Seller; and
- (iii) Under any such cover, all rights of subrogation against the Seller, its Affiliates, its Suppliers and their respective insurers, have been waived to the extent of the Buyer's undertaking and specially referring to Clause 19.2 and to this Clause 19.4.

For the purposes of this Clause 19, "the Seller and its Affiliates" includes but is not limited to the Seller, its Affiliates, ANACS, Hua-Ou Airbus - CASC Aviation Training Center, the Associated Contractors, Airbus S.A.S. and its shareholders, each of the associated subcontractors, the assignees of each of the foregoing, and their respective directors, agents and employees.

19.4.2 At the request of the Buyer, the Seller will furnish to the Buyer, certificates of insurance in English, evidencing the limits of liability cover and period of insurance covering the Seller's undertaking in Clause 19.1, in a form reasonably acceptable to the Buyer from the Seller's insurance broker(s) certifying that such policies have been endorsed as follows:

- (i) the Seller's policies are primary and non-contributory to any insurance maintained by the Buyer.
- (ii) Such insurance can only be cancelled or materially altered by the giving of not less than [\*\*\*] days prior written notice thereof to the Buyer.

Spirit Airlines - A320 FAMILY - PA

83

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20 - ASSIGNMENTS AND TRANSFERS

20.1 Assignments by Buyer

Except as hereinafter provided, the Buyer may not sell, assign or transfer its rights or obligations under this Agreement to any person without the prior written consent of the Seller.

20.2 Assignments on Sale, Merger or Consolidation

The Buyer will be entitled to assign its rights under this Agreement at any time due to a merger, consolidation or a sale of all or substantially all of its assets, provided the Buyer first obtains the written consent of the Seller. The Seller will provide its consent if

- (i) the surviving or acquiring entity is organized and existing under the laws of the United States;
- (ii) the surviving or acquiring entity has executed an assumption agreement, in form and substance reasonably acceptable to the Seller, agreeing to assume all of the Buyer's Obligations under this Agreement;
- (iii) at the time, and immediately following the consummation, of the merger, consolidation or sale, no event of default exists or will have occurred and be continuing;
- (iv) there exists with respect to the surviving or acquiring entity no basis for a Termination Event within the meaning of Clause 21 of this Agreement;
- (v) the surviving or acquiring entity holds an Operating Certificate issued by the [FAA or relevant Aviation Authority] at the time, and immediately following the consummation, of such sale, merger or consolidation; and
- (vi) following the sale, merger or consolidation, in a financial condition at least equal to that of the Buyer at time of execution of the Agreement.

20.3 Designations by Seller

The Seller may at any time by notice to the Buyer designate facilities or personnel of the Manufacturer, ANACS, any of the Associated Contractors or any Affiliate of the Manufacturer or any Affiliate of an Associated Contractor at which or by whom the services to be performed under this Agreement will be performed. The Seller may also designate the Manufacturer or any Affiliate of an Associated Contractor as the party responsible on behalf of the Seller for providing to the Buyer all or any of the Agreement. Notwithstanding such designation, the Seller will remain ultimately responsible for fulfillment of all obligations undertaken by the Seller in this Agreement.

20.4 Transfer of Rights and Obligations upon Reorganization

If at any time before the date upon which all the obligations and liabilities of the Seller under this Agreement have been discharged, the legal structure, the membership or the business of the Seller is reorganized or the legal form of the Seller is changed and as a consequence thereof the rights and obligations of the Seller must be transferred to another entity within the restructured Airbus group (or the Seller in its new legal form) ("Newco") as, the Seller will promptly notify the Buyer of such transfer, and must be transferred to.

In such event, the Seller may request the Buyer to enter into a novation agreement and/or other agreement having the same effect whereby the Seller's rights and obligations under this Agreement are novated or transferred in favor of Newco. Upon receipt of such request, the Buyer will enter into a novation agreement

and/or other appropriate agreement, provided that the Buyer's rights and obligations under this Agreement are not materially adversely affected by such novation and/or other agreement.

Until any such novation agreement/other appropriate documentation has come into effect, this Agreement will remain in full force and effect, and each party will act diligently and in good faith to implement the novation agreement and/or other appropriate documentation as soon as practicable after Newco has come into existence.

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## 21 TERMINATION

### 21.1 Termination Events

Each of the following ("Termination Event") will constitute an occurrence entitling the Seller to cancel all or part of this Agreement, based on a breach by the Buyer:

- (1) The Buyer or any of its Affiliates will commence in any jurisdiction any case, proceeding or other action with respect to the Buyer or any of its Affiliates or their respective properties relating to bankruptcy, insolvency, reorganization, winding-up, liquidation, dissolution or other relief from, or with respect to, or readjustment of, its debts or obligations.
- (2) An action is commenced in any jurisdiction seeking the appointment of a receiver, trustee, custodian or other similar official for the Buyer or any of its Affiliates or for all or any substantial part of their respective assets, and such action remains unstayed, undismissed or undischarged for sixty (60) days, or the Buyer or any of its Affiliates makes a general assignment for the benefit of its creditors.
- (3) An action is commenced in any jurisdiction against the Buyer or any of its Affiliates seeking issuance of a warrant of attachment, execution, distress or similar process against all or any substantial part of their respective assets, and such action remains unstayed, undismissed or undischarged for sixty (60) days.
- (4) The Buyer or any of its Affiliates becomes the object, in any jurisdiction, of a case, proceeding or action similar or analogous to any of the events mentioned in Sub-clause 21.1.1(1), (2) or (3).
- (5) The Buyer or any of its Affiliates does not, or is unable to, or admits in writing its inability to, pay its debts as they become due.
- (6) The Buyer commences negotiations with significant creditors, existing or potential, with the intention of restructuring all or substantially all of either's outstanding obligations or in preparation for a bankruptcy filing under the U.S. Bankruptcy Code
- (7) The Buyer or any of its Affiliates fails to make (i) any payment required to be made under this Agreement or any other material agreement between the Buyer or any of its Affiliates and the Seller or any of its Affiliates when such payment is due, (ii) any Predelivery Payment required to be made under this Agreement when such payment is due, or (iii) payment of all or part of the Final Contract Price of any Aircraft required to be made under this Agreement
- (8) The Buyer repudiates, cancels or terminates this Agreement in whole or in part.
- (9) The Buyer defaults in its obligation to take delivery of an Aircraft as provided in this Agreement.

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- (10) The Buyer or any of its Affiliates defaults in the observance or performance of any other covenant, undertaking or obligation contained in this Agreement or any other material agreement between the Buyer or its Affiliates, on the one hand, and the Seller or its Affiliates on the other hand, provided that, if such breach or default is capable of being cured, such breach or default is not cured within any specified cure period, or if no cure period is specified, within ten (10) days of such breach or default.
  - (11) Any other event that the parties will have agreed in writing constitutes a Termination Event hereunder.

21.1.2 If a Termination Event occurs, the Buyer will be in material breach of this Agreement, and the Seller will have the right to resort to any remedy under applicable law, and may, without limitation, by written notice to the Buyer, immediately:

- (1) Elect to: (i) suspend its performance under this Agreement with respect to any or all Aircraft and/or (ii) reschedule the Schedule Delivery Month of any or all Aircraft remaining to be delivered under this Agreement, (iii) reschedule the date for performance under this Agreement with respect to any or all equipment, Aircraft services, data and other items, and/or (iv) cancel or terminate this Agreement (a "Termination") with respect to any or all Aircraft, and/or equipment, services, data and/or other items related thereto;
- (2) In addition, claim and receive payment from the Buyer of a sum equal to Seller's actual damages resulting from Seller's exercise of the remedies set forth in the foregoing 21.1.2 (1) (i), (ii) or (iii) and, in the case of a Termination under the foregoing 21.1.2(iv) only, the Seller shall not be entitled to claim actual damages, but shall be entitled to receive payment from the Buyer, as liquidated damages and not as a penalty, an amount equal to, for each Affected Aircraft (as defined below), the sum of (A) the greater of (a) all Predelivery Payments previously received by the Seller from the Buyer under this Agreement with respect to such Aircraft and (b) the amount set forth as follows:
  - a. if the Applicable Date (as defined below) occurs before the first day of the 36<sup>th</sup> month prior to the Scheduled Delivery Month of such Aircraft: one percent (1%) of the Escalated Price per such Aircraft,
  - b. if the Applicable Date occurs on or after the first day of the 36<sup>th</sup> month but before the first day of the 30<sup>th</sup> month prior to the Scheduled Delivery Month of such Aircraft: four percent (4%) of the Escalated Price per such Aircraft,
  - c. if the Applicable Date occurs on or after the first day of the 30<sup>th</sup> month but before the first day of the 24<sup>th</sup> month prior to the Scheduled Delivery Month of such aircraft: 10 percent (10%) of the Escalated Price per such Aircraft,
  - d. if the Applicable Date occurs on or after the first day of the 24<sup>th</sup> month but before the first day of the 18<sup>th</sup> month prior to the Scheduled Delivery Month of such Aircraft: fifteen percent (15%) of the Base Price per such Aircraft, such Escalated Price per such Aircraft,

- e. if the Applicable Date occurs on or after the first day of the 18<sup>th</sup> month but before the first day of the 12<sup>th</sup> month prior to the Scheduled Delivery Month of such Aircraft: twenty percent (20%) of the Escalated Price per such Aircraft,
  - f. if the Applicable Date occurs on or after the first day of the 12th month but before the first day of the 9th month prior to the Scheduled Delivery Month of such Aircraft: twenty-five percent (25%) of the Escalated Price per such Aircraft, and
  - g. if the Applicable Date occurs on or after the first day of the 9th month but before and including the Delivery Date of such Aircraft: thirty-five percent (35%) of the Escalated Price per such Aircraft, and
- (B) is interest on the foregoing amounts at the rate of 1.5% per month from the relevant Applicable Date to the date of actual payment of such amount.

- 21.1.3 Actual or liquidated damages shall be payable by Buyer promptly, and in any event within ten (10) days of the date of written notice and demand therefor from Seller, such demand to set forth in reasonable detail the calculation of such actual or liquidated damages and shall identify the Termination Event upon which the Seller is relying. The parties agree that the remedy of liquidated damages is not to be denied to the Seller due to the inability of Seller to deliver a notice and demand for payment thereof due to the operation of law following a bankruptcy or other Termination Event under Sub-clause 21.1(1) - (4). The parties further agree that in circumstances where a Termination Event has occurred and the Seller does not cancel this Agreement as to any or all Aircraft, but instead seeks to recover its actual damages resulting therefrom, the amount of actual damages payable by the Buyer shall not exceed the amount of liquidated damages that could have been claimed by Seller pursuant to Clause 21.2 (2) had the Seller elected to claim, as a result of such Termination Event, liquidated damages pursuant to Clause 21.2(2).
- 21.1.4 The parties to this Agreement are commercially sophisticated parties represented by competent counsel. The parties expressly agree and declare that damages for material breach of this Agreement by the Buyer resulting in a Termination of this Agreement as to any or all Aircraft have been liquidated at amounts which are reasonable in light of the anticipated or actual harm caused by the Buyer's breach, the difficulties of proof of loss and the nonfeasibility of otherwise obtaining an adequate remedy. It is understood and agreed by the parties that the amount of liquidated damages set forth herein is the total amount of monetary damages, no more and no less, to which the Seller will be entitled for and with respect to any Aircraft as recovery for material breach of this Agreement by Buyer resulting in a Termination by the Seller of this Agreement as to such Aircraft.
- 21.1.5 The terms "**Affected Aircraft**", "**Applicable Date**" and "**Escalated Price**" are defined as follows:
- (i) "**Affected Aircraft**" - (a) any or all Aircraft with respect to which the Seller has cancelled or terminated this Agreement pursuant to Sub-clause 21.1.2(1)(iv).
  - (ii) "**Applicable Date**" - for any Affected Aircraft the date of the Termination Event which the Seller specifies in its notice and demand for payment of liquidated damages delivered under Sub-Clause 21.1(3).

(iii) "**Escalated Price**" - the sum of (i) the Base Price of the Airframe (set forth in Clause 3.1.1 hereof), (ii) the Base Price of SCNs and MSCNs entered into after the date of this Agreement, and (iii) the reference Price of the Propulsion systems, all as escalated to the Applicable Date in accordance with the provisions of Clause 4 of this Agreement.

21.1.6 Promptly upon obtaining knowledge of the occurrence of a Termination Event by the Buyer, the Buyer will notify the Seller of such occurrence in writing, provided, that

Spirit Airlines - A320 FAMILY - PA

88

any failure by the Buyer to notify the Seller will not prejudice the Seller's rights or remedies hereunder.

21.2 If at any time prior to Scheduled Delivery Date of an Aircraft, the Seller has reasonable grounds for insecurity as to the ability of the Buyer to perform its obligation to take Delivery of such Aircraft, then the Seller will send the Buyer a written demand for adequate assurance of performance. If adequate assurance acceptable to the Seller is not received within thirty days following the date of such written demand, then the Seller will have the right to either (a) exercise the remedies provided under Section 2-609 of the Uniform Commercial Code or (b) exercise any of its remedies under Clause 21.2 of this Agreement.

21.3 [\*\*\*]

Spirit Airlines - A320 FAMILY - PA

89

## 22- MISCELLANEOUS PROVISIONS

22.1 Data Retrieval

On the Seller's reasonable request, the Buyer will provide the Seller with all the necessary data, as customarily compiled by the Buyer and pertaining to the operation of the Aircraft, to assist the Seller in making an efficient and coordinated survey of all reliability, maintenance, operational and cost data with a view to improving the safety, availability and operational costs of the Aircraft.

22.2 Notices

All notices and requests required or authorized hereunder will be given in writing either by personal delivery to a responsible officer of the party to whom the same is given or by commercial courier, certified air mail (return receipt requested) or facsimile at the addresses and numbers set forth below. The date on which any such notice or request is so personally delivered, or if such notice or request is given by commercial courier, certified air mail or facsimile, the date on which sent, will be deemed to be the effective date of such notice or request.

The Seller will be addressed at:

2, rond-point Maurice Bellonte

31700 BLAGNAC FRANCE

Attention: Director - Contracts

Telephone: 33 05 61 30 40 12

Telecopy: 33 05 61 30 40 11

The Buyer will be addressed at:

Spirit Airlines, Inc.

2800 Executive Way

Miramar, FL 33025

Attention: Legal Department /General Counsel

Telephone: 954-447-7914

Fax: 954-447-7854

From time to time, the party receiving the notice or request may designate another address or another person.

22.3 Waiver

The failure of either party to enforce at any time any of the provisions of this Agreement, to exercise any right herein provided or to require at any time

Spirit Airlines - A320 FAMILY - PA

90

performance by the other party of any of the provisions hereof will in no way be construed to be a present or future waiver of such provisions nor in any way to affect the validity of this Agreement or any part hereof or the right of the other party thereafter to enforce each and every such provision. The express waiver by either party of any provision, condition or requirement of this Agreement will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

22.4 INTERPRETATION AND LAW

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THERE OF WILL BE DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAWS PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

Each of the Seller and the Buyer (i) hereby irrevocably submits itself to the nonexclusive jurisdiction of the courts of the state of New York, New York County, or the United States District Court for the Southern District of New York, for the purposes of any suit, action or other proceeding arising out of this Agreement, the subject matter hereof or any of the transactions contemplated hereby brought by any party or parties hereto, and (ii) hereby waives, and agrees not to assert, by way of motion, as a defense or otherwise, in any such suit, action or proceeding, to the extent permitted by applicable law, any defense based on sovereign or other immunity or that the suit, action, or proceeding which is referred to in clause (i) above is brought in an inconvenient forum, that the venue of such suit, action or proceeding is improper, or that this Agreement or the subject matter hereof or any of the transactions contemplated hereby may not be enforced in or by these courts.

THE PARTIES HEREBY ALSO AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS TRANSACTION.

- 22.4.1 The Buyer for itself and its successors and assigns hereby designates and appoints the Secretary of the Buyer duly elected from time to time as its legal agent and attorney-in-fact upon whom all processes against the Buyer in any suit, action or proceeding in respect of any matter as to which it has submitted to jurisdiction under Clause 22.4 may be served with the same effect as if the Buyer were a corporation organized under the laws of the State of New York and had lawfully been served with such process in such state, it being understood that such designation and appointments will become effective without further action on the part of the Buyer or its Corporate Secretary.
- 22.4.2 The assumption in Clause 22.4.1 above made for the purpose of effecting the service of process will not affect any assertion of diversity by either party hereto

initiating a proceeding in the New York Federal Courts or seeking transfer to the New York Federal Courts on the basis of diversity.

- 22.4.3 Service of process in any suit, action or proceeding in respect of any matter as to which the Seller or the Buyer has submitted to jurisdiction under Clause 22.4 may be made on the Seller by delivery of the same personally or by dispatching the same via Federal Express, UPS, or similar international air courier service prepaid to, CT Corporation, New York City offices as agent for the Seller, it being agreed that service upon CT Corporation will constitute valid service upon the Seller or by any other method authorized by the laws of the State of New York, and (ii) may be made on the Buyer by delivery of the same personally or by dispatching the same by Federal Express, UPS, or similar international air courier service prepaid, return receipt requested to: Corporate Secretary, Spirit Airlines, Inc. at 2800 Executive Way, Miramar, FL 33025, or by any other method authorized by the laws of the State of New York; provided in each case that failure to deliver or mail such copy will not affect the validity or effectiveness of the service of process.

22.5 Waiver of Jury Trial

EACH OF THE PARTIES HERETO WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM OR CROSS-CLAIM THEREIN.

22.6 No Representations outside of this Agreement.

The parties declare that, prior to the execution of this Agreement, they, with the advice of their respective counsel, apprised themselves of sufficient relevant data in order that they might intelligently exercise their own judgments in deciding whether to execute this Agreement and in deciding on the contents of this Agreement. Each party further declares that its decision to execute this Agreement is not predicated on or influenced by any declarations or representations by any other person, party, or any predecessors in interest, successors, assigns, officers, directors, employees, agents or attorneys of any said person or party, except as set forth in this Agreement. This Agreement resulted from negotiation involving counsel for all of the parties hereto, and no term herein will be construed or interpreted against any party under the contra proferentum or any related doctrine.

22.7 Confidentiality

Subject to any legal or governmental requirements of disclosure, the parties (which for this purpose will include their employees, agents and advisors) will maintain the terms and conditions of this Agreement and any reports or other data furnished hereunder strictly confidential, except as required by applicable law or pursuant to legal process. Without limiting the generality of the foregoing, the Buyer will use its best efforts to limit the disclosure of the contents of this Agreement to the extent legally permissible in any filing required to be made by

the Buyer with any governmental agency and will make such applications as will be necessary to implement the foregoing. With respect to any public disclosure or filing, the Buyer agrees to submit to the Seller a copy of the proposed document to be filed or disclosed and, to the extent legally permissible, to give the Seller a reasonable period of time in which to review said document. The Buyer and the Seller will agree to any public disclosure or filing prior to the making of any such public disclosure or filing, permitted hereunder, of this Agreement or the terms and conditions thereof. Each party will be responsible for any and all respective expenses incurred to maintain the confidentiality of this Agreement.

Notwithstanding anything herein to the contrary, any party to this Agreement (and any employee, representative, or other agent of any party to this Agreement) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transactions contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure, provided, however, that this sentence will not permit disclosure of any information to the extent not related to the tax aspects of the transaction. The parties to this Agreement acknowledge that they have no knowledge or reason to know that such disclosure is otherwise limited. The provisions of this Clause 22.7 will survive any termination of this Agreement.

22.8     Severability

If any provision of this Agreement should for any reason be held to be without effect, the remainder of this Agreement will remain in full force and effect. To the extent permitted by applicable law, each party hereto hereby waives any provision of law which renders any provision of this Agreement prohibited or unenforceable in any respect.

22.9     Alterations to Contract

This Agreement, including its Exhibits and Appendixes, contains the entire agreement between the parties with respect to the subject matter hereof and thereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written. This Agreement will not be varied except by an instrument in writing of even date herewith or subsequent hereto executed by both parties or by their fully authorized representatives.

22.10    Inconsistencies

In the event of any inconsistency between the terms of this Agreement and the terms contained in either (i) the Specification annexed in Exhibits A-1 and A-2 hereto, or (ii) any other Exhibit hereto, in each such case the terms of Clauses 0 through 23 of this Agreement will prevail over the terms of the Specification or any other Exhibit hereto.

Spirit Airlines - A320 FAMILY - PA

93

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22.11    Language

All correspondence, documents and any other written matters in connection with this Agreement will be in English.

22.12    Headings

All headings in this Agreement are for convenience of reference only and do not constitute a part of this Agreement

22.13    Counterparts

This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered will be an original, but all such counterparts will together constitute but one and the same instrument.

Spirit Airlines - A320 FAMILY - PA

94

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23. CERTAIN REPRESENTATIONS OF THE PARTIES

23.1 Buyer's Representations

The Buyer represents and warrants to the Seller:

- (i) the Buyer is a corporation organized and existing in good standing under the laws of the State of Delaware and has the corporate power and authority to enter into and perform its obligations under this Agreement;
- (ii) neither the execution and delivery by the Buyer of this Agreement, nor the consummation of any of the transactions by the Buyer contemplated thereby, nor the performance by the Buyer of the obligations thereunder, constitutes a breach of any agreement to which the Buyer is a party or by which its assets are bound;
- (iii) this Agreement has been duly authorized, executed and delivered by the Buyer and constitutes the legal, valid and binding obligation of the Buyer enforceable against the Buyer in accordance with its terms.

23.2 Seller's Representations

The Seller represents and warrants to the Buyer:

- (i) the Seller is a *société à responsabilité limitée* organized and existing in good standing under the laws of the Republic of France and has the corporate power and authority to enter into and perform its obligations under the Agreement;
- (ii) neither the execution and delivery by the Seller of this Agreement, nor the consummation of any of the transactions by the Seller contemplated thereby, nor the performance by the Seller of the obligations thereunder, constitutes a breach of any agreement to which the Seller is a party or by which its assets are bound;
- (iii) this Agreement has been duly authorized, executed and delivered by the Seller and constitutes the legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms.

IN WITNESS WHEREOF, these presents were entered into as of the day and year first above written.

AVSA, S.A.R.L.

By: /s/ illegible

Title:

SPIRIT AIRLINES, INC.

By: /s/ illegible



Title:

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EXHIBIT A-1

A319 Standard Specification

The A319 Standard Specification is contained in a separate folder.

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EXHIBIT A-2

A320 Standard Specification

The A320 Standard Specification is contained in a separate folder.

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EXHIBIT A-3

A321 Standard Specification

The A321 Standard Specification is contained in a separate folder.

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EXHIBIT A-4

[\*\*\*]

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EXHIBIT B-1

AVSA SPECIFICATION CHANGE NOTICE (SCN)	SCN No. Issue Dated Page No.
--	---------------------------------------

TITLE

DESCRIPTION

EFFECT ON WEIGHT

Manufacturer's Weight Empty Change:

Operational Weight Empty Change:

Allowable Payload Change:

REMARKS/REFERENCES

Response to RFC

SPECIFICATION CHANGED BY THIS SCN

THIS SCN REQUIRES PRIOR OR CONCURRENT ACCEPTANCE OF THE FOLLOWING SCN(s)

---

PRICE PER AIRCRAFT

US DOLLARS:

AT DELIVERY CONDITIONS:

This change will be effective on Aircraft No. and subsequent provided approval is received by

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**BUYER APPROVAL**

By:

Title: (Authorized Finance Department Officer)

**SELLER APPROVAL**

By:

Title: Date:

By: Title: (Authorized maintenance or flight operations officer)

Date:

Spirit Airlines - A320 Family

Page 1 of 2

**EXHIBIT B-1**

AVSA SPECIFICATION CHANGE NOTICE (SCN)	SCN No. Issue Dated Page No.
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**SCOPE OF CHANGE (FOR INFORMATION ONLY)**

Spirit Airlines - A320 Family

Page 2 of 2

 <b>MANUFACTURER'S SPECIFICATION CHANGE NOTICE</b> (MSCN)	<b>Airline</b>  MSCN Number Issue Dated Page	EXHIBIT B-2
	1 of 3	

**Title:****Description****Effect on weight**

Manufacturer's Weight Empty Change :  
 Operational Weight Empty Change :  
 Allowable Payload Change :

**Remarks / References**

**Specification changed by this MSCN**

**Price per aircraft**

**US DOLLARS :**

**AT DELIVERY CONDITIONS :.**

This change will be effective on  
Provided MSCN is not rejected by

AIRCRAFT N°

and subsequent.

**Buyer Approval**

By:

Date:

**Seller Approval**

By:

Date:

AVSA		EXHIBIT B-2	
<b>MANUFACTURER'S SPECIFICATION</b>		<b>Airline</b>	
<b>CHANGE NOTICE</b>		MSCN Number	
(MSCN)		Issue	
		Dated	
		Page	2 of 3

**Specification repercussion:**

After contractual agreement with respect to weight, performance, delivery, etc, the indicated part of the specification wording will read as follows:

AVSA		EXHIBIT B-2	
<b>MANUFACTURER'S SPECIFICATION</b>		<b>Airline</b>	
<b>CHANGE NOTICE</b>		MSCN Number	
(MSCN)		Issue	
		Dated	
		Page	3 of 3

**Scope of change (FOR INFORMATION ONLY)**

**EXHIBIT C**

**SELLER SERVICE LIFE POLICY**

1. The Items of primary and auxiliary structure including but not limited to the list below are covered by the Service Life Policy described in Clause 12.2 of the Agreement.
  2. WINGS - CENTER AND OUTER WING BOX
- [\*\*\*]

EXHIBIT C

[\*\*\*]

3. FUSELAGE

[\*\*\*]

4. STABILIZERS

EXHIBIT C

[\*\*\*]

5. Bearing and roller assemblies, bearing surfaces, bushings, fittings other than those listed above, access and inspection doors, including manhole doors, latching mechanisms, all system components, commercial interior parts, insulation and related installation and connecting devices are excluded from this Seller Service Life Policy.

EXHIBIT D**CERTIFICATE OF ACCEPTANCE  
for A319 Aircraft**

In accordance with the terms of that certain A320 Family Purchase Agreement dated as of , between Spirit Airlines, Inc., ("Spirit") and AVSA, S.A.R.L. ("AVSA") (the "Purchase Agreement"), the Technical Acceptance Process (as such term is defined in the Agreement) relating to the Airbus A319 aircraft, Manufacturer's Serial Number : , U.S. Registration Number : with two (2) [Manufacturer]\_series Propulsion Systems [Engines] installed thereon, serial nos.\_(position #1) and (position #2) (the "A319 Aircraft"), has taken place at on the day of .

In view of said tests having been carried out with satisfactory results, hereby approves the A319 Aircraft as being in conformity with the provisions of the Purchase Agreement.

Said acceptance does not impair the rights of under the warranties relating to the A319 Aircraft set forth in the Purchase Agreement.

specifically recognizes that it has waived any right it may have at law or otherwise to revoke this acceptance of the A319 Aircraft.

**RECEIPT AND ACCEPTANCE OF THE ABOVE-  
DESCRIBED A319 AIRCRAFT ACKNOWLEDGED**

By:

Title:

Date:

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Location:

Spirit Airlines - A320 Family

Exh. D-1

EXHIBIT D

**CERTIFICATE OF ACCEPTANCE  
for A320 Aircraft**

In accordance with the terms of that certain A320 Family Purchase Agreement dated as of , between Spirit Airlines, Inc., ("Spirit") and AVSA, S.A.R.L. ("AVSA") (the "Purchase Agreement"), the Technical Acceptance Process (as such term is defined in the Agreement) relating to the Airbus A320 aircraft, Manufacturer's Serial Number: , U.S. Registration Number: with (2) [Manufacturer] series Propulsion Systems [Engines] installed thereon, serial nos. (position #1) and (position #2) (the "A320 Aircraft"), has taken place at on the day of , .

In view of said tests having been carried out with satisfactory results, Spirit hereby approves the A320 Aircraft as being in conformity with the provisions of the Purchase Agreement.

Said acceptance does not impair the rights of Spirit under the warranties relating to the A320 Aircraft set forth in the Purchase Agreement.

specifically recognizes that it has waived any right it may have at law or otherwise to revoke this acceptance of the A320 Aircraft.

**RECEIPT AND ACCEPTANCE OF THE ABOVE-  
DESCRIBED A320 AIRCRAFT ACKNOWLEDGED**

By:

Title:

Date:

Location:

Spirit Airlines - A320 Family

Exh. D-1

EXHIBIT D

**CERTIFICATE OF ACCEPTANCE  
for A321 Aircraft**

In accordance with the terms of that certain A320 Family Purchase Agreement dated as of , between Spirit Airlines, Inc., ("Spirit") and AVSA, S.A.R.L. ("AVSA") (the "Purchase Agreement"), the Technical Acceptance Process (as such term is defined in the Agreement) relating to the Airbus A321 aircraft, Manufacturer's Serial Number: , U.S. Registration Number: with two (2) [Manufacturer] series Propulsion Systems [Engines] installed thereon, serial nos. (position #1) and (position #2) (the "A321 Aircraft"), has taken place at on the day of , .

In view of said tests having been carried out with satisfactory results, Spirit hereby approves the A321 Aircraft as being in conformity with the provisions of the Purchase Agreement.

Said acceptance does not impair the rights of Spirit under the warranties relating to the A321 Aircraft set forth in the Purchase Agreement.

specifically recognizes that it has waived any right it may have at law or otherwise to revoke this acceptance of the A321 Aircraft.

**RECEIPT AND ACCEPTANCE OF THE ABOVE- DESCRIBED A321 AIRCRAFT ACKNOWLEDGED**

By:

Title:

Date:

Location:

Spirit Airlines - A320 Family

Exh. D-1

**EXHIBIT E**

**BILL OF SALE  
for A319 Aircraft**

Know all persons by these presents that AVSA, S.A.R.L. ("AVSA"), a *société à responsabilité limitée* organized and existing under the laws of the Republic of France, whose address is 2 rond-point Maurice Bellonte, 31700 Blagnac, FRANCE, is the owner of the title to the following airframe (the "Airframe"), the attached engines as specified (the "Engines") [Propulsion System] and all appliances, components, parts, instruments, accessories, furnishings, modules and other equipment of any nature, excluding buyer furnished equipment, incorporated therein, installed thereon or attached thereto on the date hereof (the "Parts"):

**MANUFACTURER OF AIRFRAME:**

AIRBUS S.A.S.

**MODEL:** A319-100

**MANUFACTURER'S  
SERIAL NUMBER:** [ ]

**REGISTRATION NO:** [ ]

**MANUFACTURER OF ENGINES:**

[ ]

**MODEL:** [ ]

**SERIAL NUMBERS:**

LH : [ ]

RH : [ ]

The Airframe, Engines and Parts are hereafter together referred to as the aircraft (the "A319 Aircraft").

AVSA does this day of sell, transfer and deliver all of its above described rights, title and interest to the A319 Aircraft to the following company forever, said A319 Aircraft to be the property thereof:

SPIRIT AIRLINES, INC. (the "Buyer")

AVSA hereby warrants to the Buyer that it has on the date hereof good and lawful right to sell, deliver and transfer title to the A319 Aircraft to the Buyer and that there is hereby conveyed to the Buyer on the date hereof good, legal

and valid title to the A319 Aircraft, free and clear of all liens, claims, charges, encumbrances and rights of others, and that it would forever warrant and defend such title against all claims and demands of whatever nature arising out of such liens, claims, charges, encumbrances and rights attached to this A319 Aircraft prior to Delivery.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized representative this day of [ ]  
AVSA, S.A.R.L.

By:

Title:

Signature:

Spirit Airlines - A320 Family

Exh. E-1

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EXHIBIT E

**BILL OF SALE  
for A320 Aircraft**

Know all persons by these presents that AVSA, S.A.R.L. ("AVSA"), a *société à responsabilité limitée* organized and existing under the laws of the Republic of France, whose address is 2 rond-point Maurice Bellonte, 31700 Blagnac, FRANCE, is the owner of the title to the following airframe (the "Airframe"), the attached engines as specified (the "Engines") [Propulsion System] and all appliances, components, parts, instruments, accessories, furnishings, modules and other equipment of any nature, excluding buyer furnished equipment, incorporated therein, installed thereon or attached thereto on the date hereof (the "Parts").

**MANUFACTURER OF AIRFRAME:**

AIRBUS S.A.S.

**MANUFACTURER OF ENGINES:**

[ ]

**MODEL:** A320-200

**MODEL:** [ ]

**MANUFACTURER'S  
SERIAL NUMBER:** [ ]

**SERIAL NUMBERS:**

LH : [ ]

RH : [ ]

**REGISTRATION NO:** [ ]

The Airframe, Engines and Parts are hereafter together referred to as the aircraft (the "A320 Aircraft").

AVSA does this day of sell, transfer and deliver all of its above described rights, title and interest to the A320 Aircraft to the following company forever, said A320 Aircraft to be the property thereof:

SPIRIT AIRLINES, INC. (the "Buyer")

AVSA hereby warrants to the Buyer that it has on the date hereof good and lawful right to sell, deliver and transfer title to the A320 Aircraft to the Buyer and that there is hereby conveyed to the Buyer on the date hereof good, legal and valid title to the A320 Aircraft, free and clear of all liens, claims, charges, encumbrances and rights of others, and that it would forever warrant and defend such title against all claims and demands of whatever nature arising out of such liens, claims, charges, encumbrances and rights attached to this A320 Aircraft prior to Delivery.

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized representative this day of [ ]  
AVSA, S.A.R.L.

By:

Title:

Signature:

Spirit Airlines - A320 Family

Exh. E-1

---

EXHIBIT E

**BILL OF SALE  
for A321 Aircraft**

Know all persons by these presents that AVSA, S.A.R.L. ("AVSA"), a *société à responsabilité limitée* organized and existing under the laws of the Republic of France, whose address is 2 rond-point Maurice Bellonte, 31700 Blagnac, FRANCE, is the owner of the title to the following airframe (the "Airframe"), the attached engines as specified (the "Engines") [Propulsion System] and all appliances, components, parts, instruments, accessories, furnishings, modules and other equipment of any nature, excluding buyer furnished equipment, incorporated therein, installed thereon or attached thereto on the date hereof (the "Parts"):

**MANUFACTURER OF AIRFRAME:**

AIRBUS S.A.S.

**MANUFACTURER OF ENGINES:**

[ ]

**MODEL:** A321-200

**MODEL:** [ ]

**MANUFACTURER'S  
SERIAL NUMBER:** [ ]

**SERIAL NUMBERS:**

LH : [ ]

RH : [ ]

**REGISTRATION NO:** [ ]

The Airframe, Engines and Parts are hereafter together referred to as the aircraft (the "A321 Aircraft").

AVSA does this day of sell, transfer and deliver all of its above described rights, title and interest to the A321 Aircraft to the following company forever, said A321 Aircraft to be the property thereof:

SPIRIT AIRLINES, INC. (the "Buyer")

AVSA hereby warrants to the Buyer that it has on the date hereof good and lawful right to sell, deliver and transfer title to the A321 Aircraft to the Buyer and that there is hereby conveyed to the Buyer on the date hereof good, legal and valid title to the A321 Aircraft, free and clear of all liens, claims, charges, encumbrances and rights of others, and that it would forever warrant and defend such title against all claims and demands of whatever nature arising out of such liens, claims, charges, encumbrances and rights attached to this A321 Aircraft prior to Delivery.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized representative this day of [ ]

AVSA, S.A.R.L.

---

By:

Title:

Signature:

Spirit Airlines - A320 Family

Exh. E-1

EXHIBIT F  
APPENDIX 1

LICENSE FOR USE OF SOFTWARE

**1. Definitions**

[\*\*\*]

**2. Grant**

[\*\*\*]

**3. Personal License**

[\*\*\*]

Spirit Airlines - A320 Family

Exh. F, App.1-1

EXHIBIT F  
APPENDIX 1

**4. Copies**

[\*\*\*]

**5. Term**

[\*\*\*]

**6. Conditions of Use**

[\*\*\*]

Spirit Airlines - A320 Family

Exh. F, App.1-2

EXHIBIT F  
APPENDIX 1

**7. Training**

[\*\*\*]

Spirit Airlines - A320 Family

Exh. F, App.1-3

EXHIBIT F  
APPENDIX 1

**8. Proprietary Rights**

[\*\*\*]

**9. Copyright Indemnity**

[\*\*\*]

**10. Confidentiality**

[\*\*\*]

**11. Warranty**

[\*\*\*]

Spirit Airlines - A320 Family

Exh. F, App.1-4

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**EXHIBIT F  
APPENDIX 1**

**12. Liability and Indemnity**

[\*\*\*]

Spirit Airlines - A320 Family

Exh. F, App.1-5

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**EXHIBIT F  
APPENDIX 1**

**13. Excusable Delays**

[\*\*\*]

**14. Termination**

[\*\*\*]

Spirit Airlines - A320 Family

Exh. F, App.1-6

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**EXHIBIT F  
APPENDIX 1**

**15. General Provisions**

**15.1.** This Software License or part thereof will not be assigned to a third party without the prior written consent of the other party except that the Licensor may assign this License to any of the Licensor's Members or Affiliates.

**15.2.** This Software License will be governed by the laws of the State of New York, USA.

**15.3.** In the event that any provision of this Software License should for any reason be held ineffective or unenforceable, such provision shall be deemed deleted from this License and the remainder of this Software License shall remain in full force and effect. The invalid provision shall be replaced by such valid one as the parties would have chosen had they been aware of such invalidity.

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- 15.4** All notices and requests required or authorized hereunder shall be given in writing either by registered mail (return receipt requested) or by telefax. In the case of any such notice or request being given by registered mail, the date upon which the answerback is recorded by the addressee or, in case of a telefax, the date upon which the answerback is recorded by the sender's telefax machine, shall be deemed to be the effective date of such notice or request.

Spirit Airlines - A320 Family

Exh. F, App.1-7

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EXHIBIT F  
APPENDIX 2

**LICENSE AGREEMENT**  
**BETWEEN**  
**AIRBUS NORTH AMERICA CUSTOMER SERVICES, INC**  
**AND**  
**SPIRIT AIRLINES, INC**  
**FOR**  
**AIRBUS ON-LINE SERVICES**

Spirit Airlines - A320 Family

Exh. F, App.2-1

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EXHIBIT F  
APPENDIX 2

**LICENSE AGREEMENT**

This License Agreement (the "Agreement") is made this day of May, 2004 by and between Airbus North America Customer Services, Inc., with a principal place of business at 198 Van Buren Street, Suite 300, Herndon, Virginia ("ANACS") and Spirit Airlines, Inc., a Delaware corporation with its principal place of business at 2800 Executive Way, Miramar, Florida 33025 ("User"):

WHEREAS Airbus has developed and owns an original database containing technical and commercial documentation and information on aircraft manufactured by Airbus (as more fully defined below, the "Database"), via a set of services known as "Airbus On Line Services" ("AOLS") and

WHEREAS Airbus has granted a license for use of AOLS to access the Database to its affiliate AVSA, S.A.R.L. ("AVSA") and ANACS has obtained a license thereof from AVSA and

WHEREAS, ANACS's license entitles ANACS to further sublicense use of AOLS to User under the terms and conditions set forth herein, and User wishes to obtain such sublicense in order to have access to the Database through AOLS in its operation of Airbus aircraft,

NOW THEREFORE, the parties, wishing to be mutually and legally bound, hereby agree as follows:

**I. DEFINITIONS**

[\*\*\*]

Spirit Airlines - A320 Family

Exh. F, App.2-2

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EXHIBIT F  
APPENDIX 2

[\*\*\*]

Spirit Airlines - A320 Family

Exh. F, App.2-3

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EXHIBIT F  
APPENDIX 2

[\*\*\*]

**2. GRANT OF LICENSE**

[\*\*\*]

**3. LIMITATION OF RIGHTS**

[\*\*\*]

Spirit Airlines - A320 Family

Exh. F, App.2-4

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**EXHIBIT F  
APPENDIX 2**

**4. TECHNICAL CHARACTERISTICS/ CONFIGURATION CHANGES**

[\*\*\*]

**5. ADMINISTRATOR AND AUTHORIZED USERS**

[\*\*\*]

**6. DATABASE AVAILABILITY**

[\*\*\*]

Spirit Airlines - A320 Family

Exh. F, App.2-5

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**EXHIBIT F  
APPENDIX 2**

[\*\*\*]

**7. ELECTRONIC LOGS**

[\*\*\*]

**8. ELECTRONIC SIGNATURE**

[\*\*\*]

**9. CERTIFICATES**

[\*\*\*]

Spirit Airlines - A320 Family

Exh. F, App.2-6

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**EXHIBIT F  
APPENDIX 2**

**10. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

[\*\*\*]

**11. INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

[\*\*\*]

**12. PRICE AND PAYMENT**

[\*\*\*]

**13. WARRANTY**

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Exh. F, App.2-7

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[\*\*\*]

QUOTE

[\*\*\*]

Spirit Airlines - A320 Family

Exh. F, App.2-8

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[\*\*\*]

UNQUOTE

**14. NONDISCLOSURE**

[\*\*\*]

**15. PERSONAL DATA PROTECTION**

[\*\*\*]

**16. EXCUSABLE DELAYS**

[\*\*\*]

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Exh. F, App.2-9

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[\*\*\*]

**17. TERMINATION**

[\*\*\*]

**18. GENERAL PROVISIONS**

[\*\*\*]

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Exh. F, App.2-10

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[\*\*\*]

Spirit Airlines - A320 Family

Exh. F, App.2-11

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Wherefore, the Parties have agreed and, have executed this License on the date first above written:

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AIRBUS NORTH AMERICA CUSTOMER SERVICES, INC.

By:

SPIRIT AIRLINES, INC.

By:

Spirit Airlines - A320 Family

Exh. F, App.2-12

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EXHIBIT F  
APPENDIX 2  
ATTACHMENT 1

**AIRBUS NORTH AMERICA CUSTOMER SERVICES (ANACS)  
AOLS CATALOG**

Spirit Airlines - A320 Family

Exh. F, App.2, Att. 1-1

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EXHIBIT F  
APPENDIX 2  
ATTACHMENT 1

**A. AIRBUS ON-LINE SERVICES - BASIC SERVICES**

**MAINTENANCE & ENGINEERING**

**Engineering Technical Data Service (ETDS)**

The ETDS service shall provide access, via a document index, to the contents of:

- Service Bulletins - issued since beginning of 1993 (SB's after July 1997 in SGML; SB's between 1993 and July 1997 in PDF)
- Modification Information Document (MID)
- All Operators Telex (AOT)
- Flight Operations Telex (FOT)
- Service Information Letter (SIL)
- Consignes de Navigabilité (CN)
- Airworthiness Directives (AD)
- Technical follow-up (TFU)
- Operators Information Telex (OIT)

**Quarterly Service Report (QSR)**

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The QSR-WEB is the new electronic format of the Quarterly Service Report, featuring Web technology.

It contains, for all Airbus aircraft types:

- The aircraft life history
- The main monthly operational reliability characteristics for each operator (such as Aircraft in service, daily utilization, average flight duration, Dispatch and Operational Reliability)
- Engine removal reliability data
- ETOPS operations (if applicable)

#### **Repair guide (ARGIAOG)**

This service shall provide the Buyer with information about Suppliers' authorized repair stations and the AOG stock locations.

Spirit Airlines - A320 Family

Exh. F, App.2, Att. 1-2

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EXHIBIT F  
APPENDIX 2  
ATTACHMENT 1

#### **Modification comparison list (ACCL)**

The purpose of this service is to provide the Buyer with Modification Comparison Lists that are created for each and every aircraft delivered.

#### **TRAINING**

The training catalog is available.

#### **MATERIAL**

##### **Spares Ordering**

This service is already available in an autonomous mode (<http://spares.airbus.com>). The integration in Airbus On-Line Services Basic services is in progress.

#### **GENERAL INFORMATION**

##### **Customer Services Catalog**

The Customer Services Catalog is available.

##### **Warranty Claim (CAWA)**

Four main functions are available:

- Warranty claims booking
- Consultation of the warranty claims status
- Consultation of statistics on response time regarding closed/open files
- Consultation of warranty guide

**Note :** Warranty Services are aimed at people who have authority to file warranty claims.

##### **Vendor Information Manual (VIM)**

The VIM/E gives contact for major equipment Suppliers, who have signed Customer Support agreements with the Seller, including their Regional Customer Support facilities and equipment by aircraft type.

Spirit Airlines - A320 Family

Exh. F, App.2, Att. 1-3

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**Supplier Product Support Agreement (SPSA)**

The SPSA is the collection of the Agreements that the Seller has reached with its major Suppliers; these Agreements are transferable to the Buyer. These Agreements are based on the Seller's GCP/General Conditions of Purchase, Part II, 450, 650 and 2000.

**B. AIRBUS ON-LINE SERVICES - OPTIONAL SERVICES**

**1. Airbus Industrie Drawing Access (AIDA)**

The AIDA service offers:

- Mechanical Drawings for all Airbus aircraft types.
- Data available: Drawing pictures (in raster format (TIFF/CCITTG4)) and Parts List / Parts Usage (in PDF).
- Data access:
  - Access control: Information applicable to user fleet,
  - Direct access by drawing number, Parts List or Part Number,
  - Top down navigation by using the Part Lists,
  - Bottom up navigation by using the Part Usage,
  - Printing and downloading of any drawing,
  - Back up service: fax copy of the data.

**2. Flight Crew Operating Manual (FCOM) Service**

FCOM service offers:

- Delivery on CD-ROM's of the 4 volumes of the FCOM, under a specific format (HTML format) allowing a smart consultation on portable PC's of the manual.
  - Possible customization of the manual, using a tool delivered to the same CD-ROM and allowing the customer to create its own CD-ROM's for its pilots or make accessible the customized FCOM through its internal network.
  - This service offered today through LPC (Less Paper Cockpit) is now accessible through Airbus On-Line Services.
-

- Possibility for end-users to download onto their personal computer the latest TRs and OEBs released by Airbus. Immediately after the latter are downloaded, the consultation process on the personal computer takes the information contained in the FCOM CD-ROM as baseline and amends this information with the TRs' and OEBs' information.
- Possibility for users to provide Airbus with feedback through an e-mail tool integrated within the application

Spirit Airlines - A320 Family

Exh. F, App.2, Att. 1-4

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EXHIBIT F  
APPENDIX 2  
ATTACHMENT 1

#### AOLS TECHNICAL CHARACTERISTICS

##### 1. Workstation Specifications

- Hardware requirements
  - PC Pentium 200 MHz with 128 MB RAM (256 MB recommended)
  - 17 inches (20 inches recommended for Mechanical Drawings service) screen
  - Screen resolution 1 024X768 with 64K colors
  - 1 GB hard drive
  - Modem 56Kbps V90 if using dial up or Ethernet board through WAN
  - Printer 300 dpi Laser A3/A4, Adobe compliant
- Software requirements
  - Windows 95, 98, NT4
    - Netscape Navigator 4.51 or 4.7 US version Internet Explorer 5.01 SP1 or 5.5 SP1/SP2 US version
    - For MSIE the minimum requirement for the Java Virtual Machine (JVM) is 5.0 Release 5.0.0.3 167
  - Winzip 7.0

- Browser PDF plug-in: Acrobat Reader 4.05 or higher
- TIFF browser plug-in recommendations:
- ViewDirector Prizm 2.3  
Company: TMS Sequoia  
<http://www.tmssequoia.com>
- CSView 150  
Company: CSU Software Solutions  
<http://www.csu-software-solutions.com>

## 2. Network Specifications

ANACS will support the following TCP/IP networks for accessing AOLS:

- SITA AeroNet
- Internet
- ISDN/PSTN
- Direct lines (leased lines)

The User has the choice of the network (company, bandwidth) according to its needs and budget, but ANACS recommends the following minimum configurations in terms of bandwidth for accessing services such as Airbus Mechanical Drawings:

Spirit Airlines - A320 Family

Exh. F, App.2, Att. 1-5

**EXHIBIT F**  
**APPENDIX 2**  
**ATTACHMENT 1**

Services	Number of Users		
	1 to 10	11 to 25	26 to 50
FCOM	128 Kbps	256 Kbps	512 Kbps
ETDS	128 Kbps	256 Kbps	512 Kbps
Drawings	256 Kbps	512 Kbps	1 MKbps

Notes:

- If you do not have the exact data rate as in the above table, choose the nearest proposed bandwidth which maximizes your data rate.
- To access more than one service, add the number of users and maximize the data rate selecting higher service used (considering that Mechanical Drawings is the dimensioning service compare to ETDS and FCOM).

### 3. Certificate Specification

Connection to AOLS requires a Certificate (standard X509) delivered via the User's Administrator. This Certificate shall be embedded into the user browser and protected by an 8-digit password.

All procedures, rules and responsibilities associated with such Certificate are described in the Certificate Practice Statement (CPS).

Spirit Airlines - A320 Family

Exh. F, App.2, Att. 1-6

EXHIBIT F  
APPENDIX 2  
ATTACHMENT 2



## Request For Connection To Airbus On-Line Services

Company :	.....
<b>Administrator</b>	.....
Family Name:	.....
First Name:	.....
Job Title:	.....
Address:	.....
Country:	.....
Phone:	.....
E-Mail:	.....
Fax:	.....

With this form completed, the Company will be provided with a free of charge access to the following:

- One (1) or two (2) Administrator certificates and a reasonable quantity of end-user certificates, depending on the Airbus fleet operated by the company.
- Basic Services, (free of charge)
- Technical Data in PDF Format: free of charge when [the Company] already subscribed to the revision service (valid Purchase order or contractual clause)
- Optional Services: free of charge when already covered by a Purchase Order or a valid contractual clause.

This information will be detailed in Airbus acknowledgement.

The access to Airbus On-Line Services shall be subject to the Airbus On-Line Services License Agreement, Appendix 2 to Exhibit F to the Purchase Agreement signed by [the Company].

For and on behalf of [the Company]

**Signature**

**Name**

**Title**

**Date**

Spirit Airlines - A320 Family

Exh. F, App.2, Att. 2-1

EXHIBIT F  
APPENDIX 2  
ATTACHMENT 2



## **Request For Connection To Airbus On-Line Services**

<b>Company:</b>	.....
<b>Administrator</b>	.....
<b>Family Name:</b>	.....
<b>First Name:</b>	.....
<b>Job Title:</b>	.....
<b>Address:</b>	.....
<b>Country:</b>	.....
<b>Phone:</b>	.....
<b>E-Mail:</b>	.....
<b>Fax:</b>	.....

With this form completed, the Company will be provided with a free of charge access to the following:

- One (1) or two (2) Administrator certificates and a reasonable quantity of end-user certificates, depending on the Airbus fleet operated by the company.
- Basic Services, (free of charge)
- Technical Data in PDF Format: free of charge when [the Company] already subscribed to the revision service (valid Purchase order or contractual clause)

- Optional Services: free of charge when already covered by a Purchase Order or a valid contractual clause.

This information will be detailed in Airbus acknowledgement.

The access to Airbus On-Line Services shall be subject to the Airbus On-Line Services License Agreement, Appendix 2 to Exhibit F to the Purchase Agreement signed by [the Company].

For and on behalf of [the Company]

**Signature**

**Name**

**Title**

**Date**

Spirit Airlines - A320 Family

Exh. F, App.2, Att. 2-1

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**EXHIBIT F**

**TECHNICAL DATA AND SOFTWARE SERVICES**

**GENERAL**

This Exhibit F lists the form, type, quantity and delivery dates for the Technical Data and Software Services (hereinafter "Technical Data") to be provided to the Buyer pursuant to Clause 14 of the Agreement.

The Technical Data are published in accordance with ATA Specification 100 revision 23, with the exception of certain Component Maintenance Manuals, which may be written to an ATA Specification 100 revision other than revision 23.

The designation "C" after the title of a Technical Publication indicates that such Technical Publication may be customized.

**1. ENGINEERING DOCUMENTS**

**1.1 Installation and Assembly Drawings (IAD)-C**

The IAD will be delivered according to the Buyer's standard for the major Assembly and Installation drawings, including detail drawings.

**1.2 Drawing Number Index (DNI)-C**

The DNI lists applicable drawings of the Aircraft delivered under the Agreement.

**1.3 Process and Material Specification (PMS)**

The PMS contains data related to manufacturing processes, material identification and treatments used in the construction and assembly of the Aircraft.

**1.4 Standards Manual (SM)**

The SM contains data about Seller approved standards and includes cross-reference lists. The SM will include US standards/equivalents for all hardware clamps, O-rings, bearings, fasteners, sealants, adhesive and compounds, raw materials, processes and procedures.

**1.5 Electrical Load Analysis (ELA)**

The Electrical Load Analysis provides the necessary minimum/maximum electrical load used by the various aircraft systems/subsystems in different configurations and flight phases.

Spirit Airlines - A320 Family

Exh. F-1

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**EXHIBIT F**

## 2. MAINTENANCE AND ASSOCIATED MANUALS

### 2.1 APU Build-up Manual (ABM)

The ABM follows the format adopted for the Power Plant Build-up Manual.

### 2.2 Aircraft Maintenance Manual (AMM)-C

The component location section of the AMM will show those components detailed in the AMM maintenance procedures. The troubleshooting part is covered in Subparagraph 2.21 below.

\*Aircraft Maintenance Manual Chapter 05 Time Limits (Service Life Limits) and Maintenance Checks are only delivered in hard copies.

### 2.3 Aircraft Schematics Manual (ASM)-C

The ASM is part of the Wiring Manual. Supplied as a separate manual for schematics.

### 2.4 Aircraft Wiring Manual (AWM)-C

The AWM is part of the Wiring Manual. Supplied as a separate manual for wirings.

### 2.5 Aircraft Wiring Lists (AWL)-C

The AWL is part of the Wiring Manual. Supplied as a separate document for lists. The AWL includes wire terminations, connector, terminal, strip locations, wire routings, and clamping diagrams.

### 2.6 Component Location Manual (CLM)

The CLM is designed to provide a quick and accurate means to locate a component.

Spirit Airlines - A320 Family

Exh. F-2

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### EXHIBIT F

### 2.7 Consumable Material List (CML)

The CML details the characteristics and gives procurement sources of consumable materials such as grease, oil, etc.

### 2.8 Duct Repair Manual (DRM)

The DRM contains all the data necessary to locate, identify, repair and/or replace sub-assemblies of metallic ducts. It also includes details of tests necessary after repair.

### 2.9 Fuel Pipe Repair Manual (FPRM)

The FPRM provides workshop repair procedures and data for specific fuel pipes, after removal from any aircraft of the type of the Aircraft.

### 2.10 Illustrated Parts Catalog (IPC)-C

The IPC identifies and illustrates all line replaceable parts and units of the aircraft, excluding the power plant parts.

### 2.11 Illustrated Parts Catalog (power plant) (PIPC)-C

The PIPC covers line replaceable parts and units of the power plant, provided by the Propulsion Systems manufacturer.

### 2.12 Illustrated Tool and Equipment Manual (TEM)

The TEM provides information on Ground Equipment and Tools listed in the Seller's Aircraft Maintenance Manual.

### 2.13 Maintenance Facility Planning (MFP)

The MFP provides information that will assist airline personnel concerned with long term planning of ramp or terminal operations, Aircraft maintenance on the ramp and in the hangar, overhaul and testing of structure and system components.

- 2.14 Maintenance Planning Document (MPD)  
The MPD provides maintenance data necessary to plan and conduct Aircraft maintenance checks and inspections.
- 2.15 Support Equipment Summary (SES)  
The SES lists support equipment recommended by the Seller, the Propulsion Systems manufacturer and Vendors.  
Spirit Airlines - A320 Family Exh. F-3
- 

EXHIBIT F

- 2.16 Tool\Equipment Drawings (TED)  
TEDs will be supplied in the form of aperture cards for the Seller and, when available, Vendor maintenance tools.
- 2.17 Tool and Equipment Drawing Index (TEI)  
The TEI is an alpha-numeric listing of the TED's.
- 2.18 Tool and Equipment Bulletin (TEB)  
The TEB provides advance information related to tools and test equipment development.
- 2.19 Trouble Shooting Manual (TSM)-C  
The TSM complements the CFDS and provides trouble-shooting data in the following three levels:  
Level 1 - Aimed at line use. Fault isolation guidance for systems or parts of systems monitored mainly by CFDS. Also guidance for systems not monitored by CFDS.  
Level 2 - Aimed at hangar use. Fault isolation guidance for non-CFDS monitored systems in the form of functional block diagrams, charts and tables.  
Level 3 - Aimed at engineering use. List of CFDS messages and decoding of troubleshooting data (decoding of coded messages provided by the CFDS). Level 3 is supplied on floppy disk.

### 3. MISCELLANEOUS DOCUMENTATION

- 3.1 Airplane Characteristics for Airport Planning (AC)  
The AC will be in general accordance with Specification NAS 3601.
- 3.2 Aircraft Recovery Manual (ARM)  
The ARM provides the following planning information: preparing and moving a disabled aircraft that may be obstructing airport traffic.  
Spirit Airlines - A320 Family Exh. F-4
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EXHIBIT F

- 3.3 Cargo Loading System Manual (CLS)  
The CLS details handling procedures for the Cargo Loading System.
- 3.4 Crash Crew Chart (CCC)  
The CCC provides information concerning access to the Aircraft interior, location of safety equipment, hazardous liquids, etc.
- 3.5 List of Radioactive and Hazardous Elements (LRE)

- The LRE provides information on components and materials for which specific precautions have to be taken.
- 3.6 List of Applicable Publications (LAP)-C  
The LAP will record the Seller's various Airframe Technical Data indicating the last valid revision number and issue date.
- 3.7 Livestock Transportation Manual (LTM)  
The LTM details the facilities, equipment and procedures necessary for live animal transportation in aircraft of the Manufacturer of the type of the Aircraft.
- 3.8 Service Bulletins (SB)-C  
The Buyer will receive all Service Bulletins applicable to the Aircraft.
- 3.9 Service Information Letters (SIL)  
SILs give information of a general nature and also about minor changes or inspections the Buyer may wish to apply under the Buyer's authority.
- 3.10 Transportability Manual (TM)  
The TM gives cargo hold dimensions for currently available cargo Aircraft, transportation information and requirements for large Aircraft components. Component dimensions, weights and shelf life limitations are also given.
- 3.11 Supplier Product Support Agreements (SPSA)  
The SPSA is a collection of product support conditions negotiated by the Manufacturer with the suppliers of Aircraft equipment.

Spirit Airlines - A320 Family

Exh. F-5

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EXHIBIT F

- 3.12 Vendor Information Manual (VIM)  
The VIM provides Vendor contact information.
- 3.13 Vendor Information Manual (GSE)(VIM/GSE)  
The VIM/GSE gives contact names and addresses of Ground Support Equipment (GSE) vendors and their product support organizations.

**4. OPERATIONAL MANUALS**

- 4.1 Abnormal\Emergency Check List\Quick Reference Handbook (CL\QRH)-C  
The CL is an extract from the FCOM presented as a booklet for quick in-flight use.
- 4.2 FAA Approved Flight Manual (FM)-C  
The AFM provides Aircraft performance operating limitations and other flight data required by the relevant Airworthiness Authorities for certification. It includes the Configuration Deviation List (CDL).
- 4.3 Flight Crew Operating Manual (FCOM)-C  
The FCOM provides Aircraft and systems descriptions, normal, abnormal and emergency procedures as well as operational performance.
- 4.4 Master Minimum Equipment List (MMEL)  
The MMEL defines the components and the related conditions under which, when the components are defective, the Aircraft may be cleared for flight. In addition, the MMEL provides the necessary information to establish the Buyer's own Minimum Equipment List (MEL).
- 4.5 Performance Engineering Program (PEP)

The PEP consists of a Low Speed Performance data base and a High Speed Performance data base together with their respective programs. The Performance Engineering Program may be used by the Buyer under the license conditions set forth in Appendix 1 to this Exhibit F.

The Low Speed Performance programs consist of the Take-off and Landing Chart computation program (TLC) which permits the computation of:

- regulatory take-off and landing performance,

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**EXHIBIT F**

- noncertified take-off performance accounting for runway data and weather, together with the Tabulation and Interpolation program (TAB), issued with the AFM, which permits the reading, editing and interpolation of the tables listed in the AFM.

The High Speed Performance programs are the In Flight Performance computation program (IFP) which permits computation of Aircraft performance for each flight phase and the Aircraft Performance Monitoring program (APM) which permits analysis of Aircraft cruise performance from data recorded during stabilized flight periods.

**4.6 Performance Program Manual (PPM)**

The PPM is the users' guide for the Performance Engineering Program (PEP).

**4.7 Weight and Balance Manual (WBM) and**

**Weight and Balance Manual Supplements-C**

The corresponding supplements:

- Delivery Weighing Report,
- Equipment List,

will be delivered with each Aircraft.

**5. OVERHAUL DATA**

**5.1 Cable Fabrication Manual (CFM)**

The CFM contains all the data necessary to locate, identify, manufacture and test control cables used on the Aircraft. An appendix contains cable end fitting specification sheets, and detailed manufacturing instructions.

**5.2 Component Documentation Status (CDS)-C**

The CDS lists Component Maintenance Manuals in accordance with Subparagraphs 5.4 and 5.5 below.

**5.3 Component Evolution List (CEL)**

The CEL is a noncustomized document listing all components on the Aircraft and also gives the evolution of each component.

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**EXHIBIT F**

The information is provided in order of:

- part number
- FSCM

- ATA reference.

5.4 Component Maintenance Manual Manufacturer (CMMM)

The CMMM contains all the data necessary to locate, identify and maintain Aircraft components manufactured by the Seller.

5.5 Component Maintenance Manual Vendor (CMMV)

The Seller will ensure that each Vendor of repairable components will deliver to the Buyer a Component Maintenance Manual Vendor with revision service.

6. **STRUCTURAL MANUALS**

6.1 Nondestructive Testing Manual (NTM)

The NTM supplies Airframe data necessary to carry out nondestructive testing.

6.2 Structural Repair Manual (SRM)

The SRM contains descriptive information for identification and repair of the Airframe primary and secondary structure and will include substantial structural analysis.

Spirit Airlines - A320 Family

Exh. F-8

EXHIBIT "F"

FORM

CD-A CD-ROM: Advanced Consultation and Navigation System

CD-P CD-ROM: in PDF - Portable Document Format

D DISKETTE (Floppy Disk)

DD DIGITAL DATA. Stands generally for SGML format in MS Word Format.

DVD DIGITAL VERSATILE DISK.

OL-A ON-LINE through AOLS (Airbus On-Line Services): Advanced Consultation and Navigation System

P1 PRINTED ONE SIDE. Refers to manuals in paper with print on one side of the sheets only.

P2 PRINTED BOTH SIDES. Refers to manuals with print on both sides of the sheets.

SGML STANDARD GENERALIZED MARK-UP LANGUAGE. Which allow further data processing by the Buyer.

Spirit Airlines - A320 Family

Exh. F-9

EXHIBIT "F"

TYPE

C CUSTOMIZED. Refers to manuals which are customized to specific Airbus customer/ operator fleet or aircraft.

G GENERIC. Refers to manuals which are for all aircraft types/models/series.

E ENVELOPE. Refers to manuals which are not customized.

P PRELIMINARY. Refers to preliminary data or manuals which may consist of either:

- one time issue not maintained by revision service, or
- preliminary issues maintained by revision service until final manual or data delivery, or
- supply of best available data under final format with progressive completion through revision service.

#### ATA

Manuals established in general compliance with ATA 100 Revision 23 and digital Standards established in general compliance with ATA Specification 2200 (iSpec 2200), Information Standards for Aviation Maintenance.

Subsequent revisions of the ATA Specification will be considered.

#### DELIVERY

Delivery of Technical Data is expressed either as the number of days prior to delivery of the first Aircraft or as nil (0), which designates the date of delivery of the first Aircraft.

It is agreed that the number of days indicated will be rounded up to the next regular revision release date.

Spirit Airlines - A320 Family

Exh. F-10

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EXHIBIT "F"

#### QUANTITY

Self-Explanatory. Subject to reasonable changes six (6) months after entry-into-service.

#### **MANUALS AVAILABLE** (headlines)

- 1 - ENGINEERING DOCUMENTS
  - 2 - MAINTENANCE & ASSOCIATED MANUALS
  - 3 - MISCELLANEOUS PUBLICATIONS
  - 4 - OPERATIONAL MANUALS AND DATA
  - 5 - OVERHAUL DATA
  - 6 - STRUCTURAL MANUALS
-

<b>NOMENCLATURE</b>	<b>Abbr</b>	<b>Form</b>	<b>Type</b>	<b>ATA</b>	<b>[***]</b>	<b>[***]</b>	<b>[***]</b>
<b>OPERATIONAL MANUALS AND DATA</b>							
Flight Crew Operating Manual	FCOM	P2	C	NO	[***]	[***]	[***]
	FCOM	CD-A	C	NO	[***]	[***]	[***]
	FCOM	OL-A	C	NO	[***]	[***]	[***]
	FCOM	SGML	C	NO	[***]	[***]	[***]
Flight Manual	FM	P1	C	NO	[***]	[***]	[***]
Master Minimum Equipment List	MMEL	P2	C	NO	[***]	[***]	[***]
	MMEL	SGML	C	NO	[***]	[***]	[***]
Quick Reference Handbook	QRH	P2	C	NO	[***]	[***]	[***]

Spirit Airlines - A320 Family

Exh. F-11

**EXHIBIT "F"**

Trim Sheet	TS	DD	C	NO	* ****	* ****	* ****
Weight and Balance Manual	WBM	P1	C	YES	* ****	* ****	* ****
Performance Engineer's Programs	PEP	CD-A	C	NO	* ****	* ****	* ****
	PEP	OL-A	C	NO	* ****	* ****	* ****
Performance Programs Manual	PPM	CD-A	C	NO	* ****	* ****	* ****

WB = Wide Body: A310/A300-600

SA = Single Aisle: A318/A319/A320/A321

LR = Long range: A330/A340

Spirit Airlines - A320 Family

Exh. F-12

**EXHIBIT "F"**

NOMENCLATURE	Abbr	Form	Type	ATA	[***]	[***]	[***]
<b>MAINTENANCE AND ASSOCIATED MANUALS</b>							
Aircraft Maintenance Manual	AMM	DVD	C	YES	[***]	[***]	[***]
	AMM	CD-P	C	YES	[***]	[***]	[***]
	AMM	SGML	C	YES	[***]	[***]	[***]
Aircraft Schematics Manual	ASM	CD-P	C	YES	[***]	[***]	[***]
	ASM	SGML	C	YES	[***]	[***]	[***]
Aircraft Wiring Lists	AWL	CD-P	C	YES	[***]	[***]	[***]
	AWL	SGML	C	YES	[***]	[***]	[***]
Aircraft Wiring Manual	AWM	CD-P	C	YES	[***]	[***]	[***]
	AWM	SGML	C	YES	[***]	[***]	[***]
Component Location Manual	CLM	CD-P	C	NO	[***]	[***]	[***]
Consumable Material List	CML	CD-P	G	YES	[***]	[***]	[***]
Duct Repair Manual	DRM	CD-P	E	NO	[***]	[***]	[***]
Ecam System Logic Data	ESLD	CD-P	E	NO	[***]	[***]	[***]
Electrical Load Analysis	ELA	PDF/R TF/XLS	C	NO	[***]	[***]	[***]
Electrical Standard Practices Manual	ESPM	CD-P	G	YES	[***]	[***]	[***]
	ESPM	SGML	G	YES	[***]	[***]	[***]
Electrical Standard Practices booklet	ESP	P2	G	NO	[***]	[***]	[***]
Flight Data Recording Parameter Library	FDRPL	CD-A	E	NO	[***]	[***]	[***]

WB = Wide Body: A310/A300-600

SA = Single Aisle: A318/A319/A320/A321

LR = Long range: A330/A340

Spirit Airlines - A320 Family

Exh. F-13

EXHIBIT "F"

<b>NOMENCLATURE</b>	<b>Abbr</b>	<b>Form</b>	<b>Type</b>	<b>ATA</b>	<b>[***]</b>	<b>[***]</b>	<b>[***]</b>
<b>Maintenance and Associated Manuals</b>							
Fuel Pipe Repair Manual	FPRM	CD-P	G	NO	[***]	[***]	
<b>NOMENCLATURE</b>	<b>Abbr</b>	<b>Form</b>	<b>Type</b>	<b>ATA</b>	<b>[***]</b>	<b>[***]</b>	<b>[***]</b>
<b>Maintenance and Associated Manuals</b>							
Illustrated Parts Catalog (Airframe)/Additional Cross Reference Table	IPC/ACRT	DVD	C	YES	[***]	[***]	[***]
	IPC/ACRT	CD-P	C	YES	[***]	[***]	[***]
	IPC/ACRT	SGML	C	YES	[***]	[***]	[***]
Illustrated Parts Catalog (Power Plant)	PIPC	CD-P	C	NO	[***]	[***]	[***]
Maintenance Facility Planning	MFP	CD-P	E	NO	[***]	[***]	[***]
Maintenance Planning Document	MPD	CD-P	E	YES	[***]	[***]	[***]
Maintenance Review Board	MRBR	P2	E	NO	[***]	[***]	[***]
Support Equipment Summary	SES	CD-P	G	NO	[***]	[***]	[***]
Tool and Equipment Bulletins	TEB	OL-A	E	NO	[***]	[***]	[***]
Tool and Equipment Drawings	TED	OL-A	E	NO	[***]	[***]	[***]
Tool and Equipment Index	TEI	CD-P	E	NO	[***]	[***]	[***]
Illustrated Tool and Equipment Manual	TEM	CD-P	E	YES	[***]	[***]	[***]
Engineering Documentation Combined Index	EDCI	DVD	C	NO	[***]	[***]	[***]

Spirit Airlines - A320 Family

Exh. F-14

**EXHIBIT "F"**

Trouble Shooting Manual

TSM	SGML	C	YES	[***]	[***]	[***]
TSM	DVD	C	YES	[***]	[***]	[***]
TSM	CD-P	C	YES	[***]	[***]	[***]

WB = Wide Body: A310/A300-600

SA = Single Aisle: A318/A319/A320/A321

LR = Long range: A330/A340

Spirit Airlines - A320 Family

Exh. F-15

**EXHIBIT "F"**

NOMENCLATURE	Abbr	Form	Type	ATA	[***]	[***]	[***]
<b>STRUCTURAL MANUALS</b>							
Nondestructive Testing Manual	NTM	CD-P	E	YES	[***]	[***]	[***]
Nacelle Structural Repair Manual	NSRM	CD-P	E	YES	[***]	[***]	[***]
Structural Repair Manual	SRM	CD-P	E	YES	[***]	[***]	[***]
	SRM	SGML	E	YES	[***]	[***]	[***]

Spirit Airlines - A320 Family

Exh. F-16

NOMENCLATURE	Abbr	Form	Type	ATA	[***]	[***]	[***]
<b>EXHIBIT "F"</b>							
<b>OVERHAUL DATA</b>							
Component Documentation Status	CDS	D	C	NO	[***]	[***]	[***]
Component Evolution List	CEL	CD-P	G	NO	[***]	[***]	[***]
Component Maintenance Manual - Manufacturer	CMMM	CD-P	E	YES	[***]	[***]	[***]
Component Maintenance Manual - Vendor	CMMV	CD-P	E	YES	[***]	[***]	[***]
	CMMV	P2	E	YES	[***]	[***]	[***]
Cable Fabrication Manual	CFM	CD-P	E	NO	[***]	[***]	[***]

Spirit Airlines - A320 Family

Exh. F-17

NOMENCLATURE	Abbr	Form	Type	ATA	[***]	[***]	[***]
<b>EXHIBIT "F"</b>							
<b>ENGINEERING DOCUMENTS</b>							
Installation and Assembly Drawings	IAD	OL-A	C	NO	[***]	[***]	[***]
Process and Material Specification	PMS	CD-P	G	NO	[***]	[***]	[***]
Parts Usage (Effectivity)	PU	OL-A	E	NO	[***]	[***]	[***]
Schedule (Drawing Nomenclature)	S	OL-A	E	NO	[***]	[***]	[***]
Standards Manual	SM	CD-P	G	NO	[***]	[***]	[***]

Spirit Airlines - A320 Family

Exh. F-18

**EXHIBIT "F"**

NOMENCLATURE	Abbr	Form	Type	ATA	[***]	[***]	[***]
<b>MISCELLANEOUS PUBLICATIONS</b>							
Airplane Characteristics for Airport Planning	AC	CD-P	E	NO	[***]	[***]	[***]
ATA Breakdown Index	ATBI	CD-P	E	NO	[***]	[***]	
CADETS (Technical Publications Training)	CADE	CD-A	G	NO	[***]	[***]	
Aircraft Recovery Manual	ARM	CD-P	E	YES	[***]	[***]	
Crash Crew Chart	CCC	P1	E	NO	[***]	[***]	[***]
Cargo Loading System Manual	CLS	CD-P	E/C	NO	[***]	[***]	[***]
List of Applicable Publications	LAP	OL-A	C	NO	[***]	[***]	
List of Radioactive and Hazardous Elements	LRE	CD-P	G	NO	[***]	[***]	
Livestock Transportation Manual	LTM	CD-P	E	NO	[***]	[***]	[***]
Service Bulletins	SB	OL-A	C	YES	[***]	[***]	
Service Information Letters	SIL	CD-A	E	YES	[***]	[***]	[***]
	SIL	OL-A	E	YES	[***]	[***]	

Spirit Airlines - A320 Family

Exh. F-19

**EXHIBIT "F"**

NOMENCLATURE	Abbr	Form	Type	ATA	[***]	[***]	[***]
<b>MISCELLANEOUS PUBLICATIONS</b>							
Supplier Product Support Agreements 2000	SPSA	OL-A	G	NO	[***]	[***]	
Supplier Product Support Agreements 2000	SPSA	CD-P	G	NO	[***]	[***]	[***]
Transportability Manual	TM	CD-P	G	NO	[***]	[***]	
Vendor Information Manual	VIM	CD-A	G	NO	[***]	[***]	
	VIM	OL-A	G	NO	[***]	[***]	
Vendor Information Manual GSE	VIM/GSE	CD-A	G	NO	[***]	[***]	
	VIM/GSE	OL-A	G	NO	[***]	[***]	

**EXHIBIT G****SELLER PRICE REVISION FORMULA****1. Base Price**

The Base Price of the Airframe of the applicable Aircraft is as quoted in Clause 3.1 of the Agreement.

**2 Base Period**

The above Basic Price has been established in accordance with the average economic conditions prevailing in [\*\*\*] as defined by "ECIb" and "ICb" index values indicated in Paragraph 4 of this Exhibit 2.

This Base Price is subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics, and in accordance with the provisions of Paragraphs 4 and 5 of this Exhibit 2.

"ECIb" and "ICb" index values indicated herein will not be subject to any revision.

**3 Reference Indexes**

Labor Index: "Employment Cost index for Workers in Aerospace manufacturing" hereinafter referred to as "ECI SIC 3721W", quarterly published by the US Department of Labor, Bureau of Labor Statistics, in "NEWS", (Table 6, "WAGES and SALARIES (NOT SEASONALLY ADJUSTED)": Employment Cost Indexes for Wages and Salaries for private industry workers by industry and occupational group", or such other name that may be from time to time used for the publication title and/or table, (Aircraft manufacturing, standard industrial classification code SIC 3721, base month and year June 1989 = 100).

The quarterly value released for March, June, September and December will be the one deemed to apply for the two preceding months.

Index code for access on the Web site of the US Bureau of Labor Statistics: ECU28102i.

Material Index : "Industrial Commodities" (hereinafter referred to as "IC") as published in "Producer Price Indexes" (Table 6. Producer price indexes and percent changes for commodity groupings and individual items). (Base Year 1982 = 100).

Index code for access on the Web site of the US Bureau of Labor Statistics: WPU03THRU15.

**EXHIBIT G****SELLER PRICE REVISION FORMULA****4 Revision Formula**

[\*\*\*]

**EXHIBIT G****SELLER PRICE REVISION FORMULA****5 General Provisions****5.1 Roundings**

The Labor Index average and the Material Index average will be computed to the first decimal. If the next succeeding place is five (5) or more, the preceding decimal place will be raised to the next higher figure.

Each quotient will be rounded to the nearest ten-thousandth (4 decimals). If the next succeeding place is five (5) or more, the preceding decimal place will be raised to the next higher figure.

---

The final factor will be rounded to the nearest ten-thousandth (4 decimals).

The final price will be rounded to the nearest whole number (0.5 or more rounded to 1).

**5.2 Substitution of Indexes for Airframe Price Revision Formula**

If:

- (i) the United States Department of Labor substantially revises the methodology of calculation of the Labor Index or the Material Index as used in the Airframe Price Revision Formula, or
- (ii) the United States Department of Labor discontinues, either temporarily or permanently, such Labor Index or such Material Index, or
- (iii) the data samples used to calculate such Labor Index or such Material Index are substantially changed;

AVSA will select a substitute index for inclusion in the Airframe Price Revision Formula (the "Substitute Index").

The Substitute Index will reflect as closely as possible the actual variance of the labor costs or of the material costs used in the calculation of the original Labor Index or Material Index, as the case may be.

As a result of the selection of the Substitute Index, AVSA will make an appropriate adjustment to the Airframe Price Revision Formula to combine the successive utilization of the original Labor Index or Material Index (as the case may be) and of the Substitute Index.

Spirit Airlines - A320 Family

Page 3 of 4

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**EXHIBIT G**

**SELLER PRICE REVISION FORMULA**

**5.3 Final Index Values**

The index values defined in Paragraph 4 above will be considered final and no further adjustment to the basic prices as revised at Delivery of the Aircraft will be made after Aircraft Delivery for any subsequent changes in the published index values.

Spirit Airlines - A320 Family

Page 4 of 4

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**EXHIBIT H**

**PROPELLION SYSTEMS PRICE REVISION FORMULA  
INTERNATIONAL AERO ENGINES**

**1 Reference Price of the Engines**

The Reference Price of a set of two (2) INTERNATIONAL AERO ENGINES engines IAE V2524-A5, IAE V2527-A5 and IAE V2533-A5 are as quoted in Clause 3.1.1.3 of the Agreement.

These Reference Prices are subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics, and in accordance with the provisions hereof.

**2 Reference Period**

The above Reference Prices have been established in accordance with the averaged economic conditions prevailing in [\*\*\*] as defined, according to INTERNATIONAL AERO ENGINES by the ECIb and ICb index values indicated in Clause 4 of this Exhibit H.

**3 Indexes**

Labor Index: "Employment Cost Index for Workers in Aerospace manufacturing" hereinafter referred to as "ECI SIC 3721W", published quarterly by the US Department of Labor, Bureau of Labor Statistics, in "NEWS," and found in Table 6, "WAGES and SALARIES (not seasonally adjusted): Employment Cost Indexes for Wages and Salaries for private industry workers by industry and occupational group," or such other name that may be from time to time used for the publication title and/or table. (Aircraft manufacturing, standard industrial classification code SIC 3721, base month and year June 1989 = 100.)

---

The quarterly value released for March, June, September and December will be the one deemed to apply for the two preceding months.

Material Index: "Industrial Commodities" (hereinafter referred to as "IC") as published in "PPI Detailed report" (found in Table 6. "Producer price indexes and percent changes for commodity groupings and individual items not seasonally adjusted" or such other names that may be from time to time used for the publication title and/or table). (Base Year 1982 = 100.)

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**EXHIBIT H**

**PROPELLION SYSTEMS PRICE REVISION FORMULA  
INTERNATIONAL AERO ENGINES**

**4 Revision Formula**

[\*\*\*]

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**EXHIBIT H**

**PROPELLION SYSTEMS PRICE REVISION FORMULA  
INTERNATIONAL AERO ENGINES**

**5. General Provisions**

**5.1 Roundings**

- (i) ECIn and ICn will be calculated to the nearest tenth (1 decimal).
- (ii) Each quotient (ECIn/ECIb) and (ICn/ICb) will be calculated to the nearest ten-thousandth (4 decimals).
- (iii) The final factor will be rounded to the nearest ten-thousandth (4 decimals).

If the next succeeding place is five (5) or more the preceding decimal place will be raised to the nearest higher figure.

After final computation Pn will be rounded to the nearest whole number (0.5 rounds to 1).

**5.2 Final Index Values**

The Revised Reference Prices at the date of Aircraft delivery will be the final prices and will not be subject to any further adjustments in the indexes.

For any index value for which no final figure is available for any of the applicable months, the then published preliminary figures will be the basis on which the Revised Reference Price will be computed.

**5.3 Interruption of Index Publication**

If the US Department of Labor substantially revises the methodology of calculation or discontinues any of the indexes referred to hereabove, AVSA will reflect the substitute for the revised or discontinued index selected by INTERNATIONAL AERO ENGINES, such substitute index to lead in application to the same adjustment result, insofar as possible, as would have been achieved by continuing the use of the original index as it may have fluctuated had it not been revised or discontinued.

Appropriate revision of the formula will be made to accomplish this result.

**PROPELLION SYSTEMS PRICE REVISION FORMULA  
INTERNATIONAL AERO ENGINES**

**5.4 Annulment of Formula**

Should the above escalation provisions become null and void by action of the US Government, the price will be adjusted due to increases in the costs of labor and material which have occurred from the period represented by the applicable Reference

Price Indexes to average of the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) months prior to the scheduled Aircraft delivery.

**5.5 Limitation**

Should any Revised Reference Price be lower than the applicable Reference Price, the final price will be computed with the Reference Price.

Spirit Airlines - A320 Family

Page 4 of 4

**AMENDMENT NO. 1  
TO  
THE A320 FAMILY PURCHASE AGREEMENT  
Dated as of May 5, 2004  
BETWEEN AVSA S.A.R.L.  
AND  
SPIRIT AIRLINES, INC.**

This Amendment No. 1 (hereinafter referred to as the "Amendment") entered into as of December 21, 2004 by and between AVSA S.A.R.L., a société à responsabilité limitée organized and existing under the laws of the Republic of France, having its registered office located at 2, Rond Point Maurice Bellonte, 31700 Blagnac, France (hereinafter referred to as the "Seller") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (hereinafter referred to as the "Buyer").

WITNESSETH:

WHEREAS, the Buyer and the Seller have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004 (which agreement, with all Exhibits, Appendices, Letter Agreements, is hereinafter called the "Agreement"), which Agreement relates to, inter alia, the sale by the Seller and the purchase by the Buyer of certain firmly ordered Airbus A319-100 and A321-200 model aircraft.

WHEREAS, at the Buyer's request, the Buyer and the Seller have agreed that the Buyer will have no specific obligation to make Predelivery Payments and take delivery of [\*\*\*] A319 Aircraft identified below under the Agreement provided that, when the Manufacturer contemporaneously sells such [\*\*\*] subject A319 Aircraft to a third party, henceforth referred to as the "Alternate Buyer", the Buyer will take delivery on lease of the subject aircraft from the Alternate Buyer pursuant to the terms of operating lease agreements between the Buyer and the Alternate Buyer.

WHEREAS, the Buyer and the Seller wish to amend certain other terms of the Agreement to reflect the foregoing.

WHEREAS, capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. The terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

Spirit Airlines - A320 Family  
Amendment 1

1 of  
8

## **1. CANCELLATION OF THE SLB AIRCRAFT**

1.1 The parties hereby agree to cancel the order for [\*\*\*] A319 Firm Aircraft pursuant to the Agreement which are scheduled for delivery as follows:

[\*\*\*]

The foregoing cancelled Aircraft are henceforth referred to as the "SLB Aircraft". The SLB Aircraft are the subject of a purchase and sale agreement between the Alternate Buyer and the Manufacturer dated as of even date hereof (the "Alternate Purchase Agreement"). The Buyer and the Seller agree that the Buyer will enter into a lease agreement with the Alternate Buyer and take delivery under lease of the subject SLB Aircraft from the Alternate Buyer (each a "Lease Agreement" and collectively the "Lease Agreements"), on the same delivery dates as when the SLB Aircraft would have been Ready for Delivery under the Agreement, except that [\*\*\*].

### **1.2 Predelivery Payments**

1.2.1 [\*\*\*]

1.2.2 [\*\*\*]

1.2.3 [\*\*\*]

1.2.4 [\*\*\*]

## **2. DEFINITIONS**

The definition for "A319 Firm Aircraft" is hereby deleted in its entirety and replaced with the following language between the words QUOTE and UNQUOTE:

QUOTE

A319 Firm Aircraft - any or all of the [\*\*\*] A319-100 Aircraft for which the delivery schedule is set forth in Clause 9.1.1 hereof together with all components, equipment, parts and accessories installed in or on such aircraft and the Propulsion Systems installed thereon upon delivery.

---

UNQUOTE

## **3. DELIVERY**

Clause 9.1.1 of the Agreement is deleted in its entirety and replaced with the following language between the words QUOTE and UNQUOTE:

QUOTE

9.1.1 Subject to Clauses 2, 7, 8, 10 and 18, the Seller will have the Firm Aircraft Ready for Delivery at the Delivery Location within the following months (each a "**Scheduled Delivery Month**").

The Scheduled Delivery Months for the A319 Firm Aircraft are as follow:

---

Quantity of A319 Firm Aircraft	Month/Year of Delivery
2 Aircraft	[***]
2 Aircraft	[***]
1 Aircraft	[***]
1 Aircraft	[***]
1 Aircraft	[***]

The Scheduled Delivery Months for the A321 Firm Aircraft are as follow:

Quantity of A321	Firm Aircraft Month/Year of Delivery
1 Aircraft	[***]
1 Aircraft	[***]
2 Aircraft	[***]

UNQUOTE

**4. SUPPLEMENTAL DEPOSIT**

[\*\*\*]

**5. SUPPLEMENTAL GOODS AND SERVICES CREDIT**

[\*\*\*]

**6. APPLICABILITY OF CREDITS**

6.1 Support Credit Memorandum

[\*\*\*]

6.2 Advanced A319/A321 Credit Memorandum

Paragraph 2 to Letter Agreement No. 3 to the agreement is deleted in its entirety and replaced with the following language between the words QUOTE and UNQUOTE below:

QUOTE

2. Special Credit Memorandum

2.1 [\*\*\*]

---

2.1.1 [\*\*\*]

2.1.2 [\*\*\*]

2.1.3 [\*\*\*]

2.1.4 [\*\*\*]

UNQUOTE

**7. AVSA POST DELIVERY CREDIT**

Paragraph 2 to Letter Agreement No. 10 to the agreement is deleted in its entirety and replaced with the following language between the words QUOTE and UNQUOTE below:

QUOTE

2. Applicability of AVSA Post-Delivery Credit

[\*\*\*]

UNQUOTE

**8. CUSTOMIZATION**

(i) The parties hereby agree to delete in their entirety the provisions in Paragraph 1 of Letter Agreement No. 9 to the Agreement.

(ii) (a) Clause 3.1.1.2.1 (ii) of the Agreement is deleted in its entirety and replaced with the following text between the words QUOTE and UNQUOTE:

QUOTE

3.1.1.2.1 (ii) The Base Price of anticipated SCNs for the A319 Aircraft mutually agreed upon prior to the signature of this Agreement (i.e., May 5, 2004), at delivery conditions prevailing in January 2003, is:

[\*\*\*]

UNQUOTE

(b) Clause 3.1.1.2.2 (ii) of the Agreement is deleted in its entirety and replaced with the following text between the words QUOTE and UNQUOTE:

QUOTE

---

3.1.1.2.2 (ii) The Base Price of anticipated SCNs for the A320 Aircraft mutually agreed upon prior to the signature of this Agreement (i.e., May 5, 2004), at delivery conditions prevailing in January 2003, is:

[\*\*\*]

UNQUOTE

c) Clause 3.1.1.2.3 (ii) of the Agreement is deleted in its entirety and replaced with the following text between the words QUOTE and UNQUOTE:

QUOTE

3.1.1.2.3 (ii) The Base Price of anticipated SCNs for the A321 Aircraft mutually agreed upon prior to the signature of this Agreement (i.e., May 5, 2004), at delivery conditions prevailing in January 2003, is:

[\*\*\*]

UNQUOTE

---

- (iii) Exhibit A-4 to the Agreement is deleted in its entirety and replaced with the new Exhibit A-4 Revision 1 annexed to this Amendment in Appendix 1. The parties agree that the information contained therein is provided for pricing purposes only and does not constitute changes to the Specification until such time as the parties have executed the applicable binding SCNs.
- (iv) Clause 2.1.2 of the Agreement is deleted in its entirety and replaced with the following text between the words QUOTE and UNQUOTE:

QUOTE

2.1.2 The Specifications may be amended by execution by Buyer and Seller of a Specification Change Notice (SCN) in substantially the form set out in Exhibit B-1 hereto. An SCN will set out the SCN's effectiveness and the particular change to be made to the Specifications and the effect, if any, of such change on design, performance, weight, Delivery Date of the Aircraft affected thereby, interchangeability or replaceability requirements of the Specification and text of the Specification. An SCN may result in an adjustment of the Base Price of the Aircraft, which adjustment if any, will be specified in the SCN. A list of anticipated SCNs as of the date hereof is annexed hereto in Exhibit A-4 Revision 1.

UNQUOTE

- (v) Clause 5.2.5 of the Agreement is deleted in its entirety and replaced with the following text between the words QUOTE and UNQUOTE:

---

QUOTE

5.2.5 SCN Predelivery Payment

[\*\*\*]

UNQUOTE

9. **PRICE GUARANTEE**

[\*\*\*]

10. **CONDITION PRECEDENT**

It is a condition precedent to the effectiveness of this Amendment that the Manufacturer, or its designee, and the Alternate Buyer have concluded the Alternate Purchase Agreement by December 22, 2004 for the purchase and sale of [\*\*\*] A319 aircraft for the purpose of the Buyer to lease such aircraft from the Alternate Buyer. The Seller shall notify the Buyer upon conclusion of the Alternate Purchase Agreement.

If the Alternate Purchase Agreement is not executed by December 22, 2004, this Amendment shall immediately become null and void and the Agreement (for this purpose not including this Amendment) shall remain in full force and effect.

11. **TERMINATION EVENT**

[\*\*\*]

12. **EFFECT OF THE AMENDMENT**

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- 12.1 This Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.
- 12.2 The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. Both parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

**13. CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Amendment strictly confidential, except as required by applicable law or pursuant to legal process. The Seller and the Buyer will consult prior to any public disclosure regarding this Amendment; *provided, however that*, following execution of this Amendment, Buyer may make such disclosure thereof as may be required by law or governmental orders, rules or regulations.

Spirit Airlines - A320 Family  
Amendment 1

6 of  
8

**14. GOVERNING LAW**

THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF SUBPARAGRAPH 22.3 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**15. COUNTERPARTS**

This Amendment No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument.

Spirit Airlines - A320 Family  
Amendment 1

7 of  
8

If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AVSA S.A.R.L.

By: /s/ illegible  
Its: AVSA, CEO

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ John R. Severson  
Its: EVP & CFO

Spirit Airlines - A320 Family  
Amendment 1

8 of  
8

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**AMENDMENT NO. 2**

**TO**

**THE A320 FAMILY PURCHASE AGREEMENT**

**Dated as of May 5, 2004**

**BETWEEN AVSA S.A.R.L.**

**AND**

**SPIRIT AIRLINES, INC.**

This Amendment No. 2 (hereinafter referred to as the "Amendment") entered into as of April 15, 2005 by and between AVSA S.A.R.L., a société à responsabilité limitée organized and existing under the laws of the Republic of France, having its registered office located at 2, Rond Point Maurice Bellonte, 31700 Blagnac, France (hereinafter referred to as the "Seller") and SPIRIT AIRLINES, INC, a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A, (hereinafter referred to as the "Buyer").

WITNESSETH:

WHEREAS, the Buyer and the Seller have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, relating to the sale by the Seller and the purchase by the Buyer of certain firmly ordered Airbus A319-100 and A321-200 model aircraft (the "Aircraft"), which, together with all Exhibits, Appendices, Letter Agreements attached thereto and as amended by Amendment No. 1 dated as of December 21, 2004 is hereinafter called the "Agreement".

WHEREAS, at the Buyer's request, the Buyer and the Seller have agreed that the Buyer will defer certain Predelivery Payments and order [\*\*\*] additional A321 Aircraft (the "Additional A321 Aircraft").

WHEREAS, the Buyer and the Seller wish to amend certain other terms of the Agreement in consideration of the foregoing.

WHEREAS, capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. The terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

Spirit Airlines - A320 Family  
Amendment 2

Page 1 of 6

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**1. SALE AND PURCHASE**

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The Seller will cause to be manufactured, will acquire and will sell and deliver, and the Buyer will purchase (from the Seller) and take delivery of, [\*\*\*] additional A321 Aircraft (the "Additional A321 Aircraft"), pursuant to the terms and conditions herein described.

## 2. DELIVERY

2.1 The [\*\*\*] Additional A321 Aircraft will be provisionally scheduled for Delivery in, respectively, [\*\*\*] until all conditions set forth in Paragraph 5 are met or waived in writing, at which time the foregoing delivery positions will be firm. The Seller will make commercially reasonable efforts to reserve such delivery positions from the date hereof. In the event that one or more of the foregoing delivery positions becomes unavailable, the Buyer and Seller will agree on a mutually acceptable alternative delivery position.

2.2 Clause 9.1.1 of the Agreement is deleted in its entirety and replaced with the following quoted text:

### QUOTE

9.1.1 Subject to Clauses 2, 7, 8, 10 and 18, the Seller will have the Firm Aircraft Ready for Delivery at the Delivery Location within the following months (each a "**Scheduled Delivery Month**").

The Scheduled Delivery Months for the A319 Firm Aircraft are as follow:

Quantity of A319 Firm Aircraft	Month/Year of Delivery
2 Aircraft	[***]
2 Aircraft	[***]
1 Aircraft	[***]
1 Aircraft	[***]
1 Aircraft	[***]

The Scheduled Delivery Months for the A321 Firm Aircraft are as follow:

Quantity of A321 Firm Aircraft	Month/Year of Delivery
1 Aircraft	[***]
1 Aircraft	[***]
2 Aircraft	[***]
1 Aircraft (Additional A321 Aircraft)	[***]
1 Aircraft (Additional A321 Aircraft)	[***]
1 Aircraft (Additional A321 Aircraft)	[***]

Spirit Airlines - A320 Family  
Amendment 2

Page 2 of 6

### UNQUOTE

## 3. ADDITIONAL A321 AIRCRAFT

3.1 Base Price

The Base Price of the Additional A321 Aircraft will be the same as for the A321 Firm Aircraft, the terms and conditions of which are set forth in Clause 3 of the Agreement. All Airframe prices will be subject to revision until Delivery of the relevant Aircraft in accordance with the Seller Price Revision Formula and all Propulsion System prices are subject to revision until Delis cry of the relevant Aircraft in accordance with the Propulsion Systems Price Revision Formula in Exhibit H to the Agreement. Credit memoranda applicable to Conversion A321 Aircraft, as set forth in Paragraph 4.3 and 4.4(c) of Letter Agreement 4 to the Agreement shall apply to the Additional A321 Aircraft. Paragraph 2.2 of Letter Agreement 3 shall also apply to the Additional A321 Aircraft provided that the Buyer has taken delivery of all four (4) A321 Aircraft Agreement in addition to the Additional A321 Aircraft.

3.2 Predelivery Payments

The Buyer shall make all Predelivery Payments in respect of the Additional A321 Aircraft in accordance with Clause 5 of the Agreement as pertaining to Option Aircraft with the following exceptions:

- (i) The Predelivery Payment Reference Price for the Additional A321 Aircraft will be equal to the Base Price of the A321 Aircraft as defined in Clause 3 of the Agreement for purposes of calculating each Predelivery Payment on such Additional A321 Aircraft.
- (ii) The Buyer will pay the Seller an amount equal to [\*\*\*] for each of the Additional A321 Aircraft on May 2, 2005 as partial payment of the 1st Predelivery Payment due under Clause 5.2.3 of the Agreement.
- (iii) [\*\*\*]

3.3 Deferral Right

[\*\*\*]

3.4 Conversion Right

[\*\*\*]

3.5 Option Aircraft

[\*\*\*]

Spirit Airlines - A320 Family  
Amendment 2

Page 3 of 6

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4. 2005 PDP DEFERRAL

4.1 Subject to the conditions of Paragraph 4.2 below and without prejudice to any of the Seller's rights and remedies which may result from the Buyer's failure to make Predelivery Payments, the parties agree [\*\*\*]

4.2 [\*\*\*]

5. CONDITION PRECEDENT

It is a condition precedent to the effectiveness of this Amendment that (1) the Buyer and Seller receive approval of their respective Boards of Directors by May 2, 2005 and (ii) the Buyer receives an incremental capital injection in the amount of at least [\*\*\*] in cash by [\*\*\*] and (iii) no event shall have occurred which constitutes a Termination Event under the Agreement.

In the event that any of the above conditions are not met, then (a) this Amendment and the terms herein are null and void with immediate effect; (b) the order for the Incremental A321 Aircraft will be cancelled; (c) and any [\*\*\*] will be due and payable to the Seller together with accrued interest thereon and (d) the Seller shall pay to the Buyer an amount equal to the payment made by the Buyer to the Seller under Paragraph 3.2 (ii) above, all immediately upon the failure of such condition precedent to be met.

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In addition, in the event that a cumulative incremental capital injection of at least [\*\*\*] in cash is not received by [\*\*\*], the Seller shall be entitled to terminate this Amendment and if the Seller so terminates, then, thereafter (a) the terms herein are null and void; (b) the order for the Incremental A321 Aircraft will be cancelled; (c) any [\*\*\*] will be due and payable to the Seller together with accrued interest thereon and (d) the Seller shall pay to the Buyer an amount equal to the payment made by the Buyer to the Seller under Paragraph 3.2 (ii) above, all immediately upon written notice to the Buyer of Seller's election to terminate this Amendment.

## **6. EFFECT OF THE AMENDMENT**

- 6.1 This Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.
- 6.2 The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. Both parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

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## **7. CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Amendment strictly confidential, except as required by applicable law or pursuant to legal process. The Seller and the Buyer will consult prior to any public disclosure regarding this Amendment; provided, however that, following execution of this Amendment. Buyer may make such disclosure thereof as may be required by law or governmental orders, rules or regulations.

## **8. GOVERNING LAW**

THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF SUBPARAGRAPH 223 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

## **9. COUNTERPARTS**

This Amendment No. 2 may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument.

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If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AVSA S.A.R.L.

By: /s/ illegible  
Its: CEO

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By:        /s/ John R. Severson  
Its:        EVP & CFO

Spirit Airlines - A320 Family  
Amendment 2

Page 6 of 6

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**AMENDMENT NO. 3**  
**TO**  
**THE A320 FAMILY PURCHASE AGREEMENT**  
**Dated as of May 5, 2004**  
**BETWEEN AVSA S.A.R.L.**  
**AND**  
**SPIRIT AIRLINES, INC.**

This Amendment No. 3 (hereinafter referred to as the "Amendment") entered into as of June 30, 2005 by and between AVSA S.A.R.L., a société à responsabilité limitée organized and existing under the laws of the Republic of France, having its registered office located at 2, Rond Point Maurice Bellonte, 31700 Blagnac, France (hereinafter referred to as the "Seller") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (hereinafter referred to as the "Buyer").

WITNESSETH:

WHEREAS, the Buyer and the Seller have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, relating to the sale by the Seller and the purchase by the Buyer of certain firmly ordered Airbus A319-100 and A321-200 model aircraft (the "Aircraft"), which, together with all Exhibits, Appendices, Letter Agreements attached thereto and as amended by Amendment No. 1 dated as of December 21, 2004 and Amendment No. 2 dated as of April 15, 2005, is hereinafter called the "Agreement".

WHEREAS, [\*\*\*]

WHEREAS, the Buyer and the Seller wish to amend certain other terms of the Agreement in consideration of the foregoing.

WHEREAS, capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. The terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

**1. CONDITION PRECEDENT TO EFFECTIVITY OF AMENDMENT NO. 2**

The first paragraph of Paragraph 5 of Amendment No. 2 will be amended to delete subparagraph (ii) thereof and to insert in its place:

QUOTE

[\*\*\*]

UNQUOTE

---

**2. PREDELIVERY PAYMENTS**

2.1    [\*\*\*]

2.2    [\*\*\*]

[\*\*\*]

**3. EFFECT OF THE AMENDMENT**

- 3.1    This Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.
- 3.2    The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. Both parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

**4. CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Amendment strictly confidential, except as required by applicable law or pursuant to legal process. The Seller and the Buyer will consult prior to any public disclosure regarding this Amendment; *provided, however that*, following execution of this Amendment, Buyer may make such disclosure thereof as may be required by law or governmental orders, rules or regulations.

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**5. GOVERNING LAW**

THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF SUBPARAGRAPH 22.3 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**6. COUNTERPARTS**

This Amendment No. 3 may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument.

If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

---

Very truly yours,

AVSA S.A.R.L.

By: /s/ illegible

Its:

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ Maria Knutsen-Pugh  
Its: Vice President - Commercial Law

**AMENDMENT NO. 4**

**TO**

**THE A320 FAMILY PURCHASE AGREEMENT**

**Dated as of May 5, 2004**

**BETWEEN AVSA S.A.R.L.**

**AND**

**SPIRIT AIRLINES, INC.**

This Amendment No. 4 to the A320 Family Purchase Agreement dated as of May 5, 2004 (hereinafter referred to as the "Amendment") is entered into as of October 27, 2006 by and between AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.), organized and existing under the laws of the Republic of France, having its registered office located at 1, Rond Point Maurice Bellonte, 31700 Blagnac, France (hereinafter referred to as the "Seller") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (hereinafter referred to as the "Buyer").

WHEREAS, the Buyer and AVSA S.A.R.L have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, relating to the sale by the Seller and the purchase by the Buyer of certain firmly ordered Airbus A319-100 and A321-200 model aircraft (the "Aircraft"), which, together with all Exhibits, Appendices, Letter Agreements attached thereto and as amended by Amendment No. 1 dated as of December 21, 2004, Amendment No. 2 dated as of April 15, 2005, and Amendment No. 3 dated as of June 30, 2005 is hereinafter called the "Agreement".

WHEREAS, the Buyer and the Seller have agreed that the Buyer will firmly order thirty (30) additional A319 Aircraft in accordance with the terms set forth herein.

WHEREAS, the Buyer and the Seller agree to reschedule the delivery positions of [\*\*\*] A319 Firm Aircraft, [\*\*\*] A321 Firm Aircraft and [\*\*\*] Additional A321 Aircraft.

WHEREAS, the Buyer and the Seller wish to amend certain other terms of the Agreement in consideration of the foregoing.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

## **1. DEFINITIONS**

1.1 Clause 0 of the Agreement is amended to add the terms and corresponding definitions set forth in the following quoted text:

### QUOTE

- (i) Additional A319 Firm Aircraft - any or all of the thirty (30) firm A319-100 Aircraft for which the delivery schedule is set forth in Clause 9.1.1 hereof, together with all components, equipment, parts and accessories installed in or on such aircraft and the Propulsion Systems installed thereon upon delivery.
- (ii) Additional A321 Aircraft - any or all of the [\*\*\*] A321-200 Aircraft ordered by the Buyer and sold by the Seller pursuant to Amendment No. 2 to the Agreement for which the delivery schedule is set forth in Clause 9.1.1 hereof, together with all components, equipment, parts and accessories installed in or on such aircraft and the Propulsion Systems installed thereon upon delivery.
- (iii) A330 Aircraft - [\*\*\*]

### UNQUOTE

1.2 Clause 0 is further amended by deleting the definitions of "A319 Aircraft", "A320 Aircraft", "A321 Aircraft", "Aircraft" and "Firm Aircraft" and replacing such deleted definitions with the following quoted text:

### QUOTE

A319 Aircraft - any or all of the (i) A319 Firm Aircraft; or (ii) Additional A319 Firm Aircraft.

A320 Aircraft - any firmly ordered A320 Aircraft that the Buyer elects to convert from an A319 Aircraft.

A321 Aircraft - any or all of the A321 Firm Aircraft or A319 Aircraft that Buyer elects to convert into firmly ordered A321 aircraft.

Aircraft - any or all of the A319 Aircraft, A320 Aircraft and A321 Aircraft to be sold by the Seller and purchased by the Buyer pursuant to this Agreement.

Firm Aircraft - any or all of the A319 Firm Aircraft, A321 Firm Aircraft and Additional A319 Firm Aircraft.

### UNQUOTE

## **2. SALE AND PURCHASE**

The Seller shall manufacture, sell and deliver, and the Buyer will purchase from the Seller and take delivery of, thirty (30) additional A319 Aircraft (the "Additional A319 Firm Aircraft"), pursuant to the terms and conditions herein described.

## **3. RESCHEDULING AND IRREVOCABLE CONVERSIONS**

3.1 [\*\*\*] A319 Firm Aircraft are irrevocably rescheduled from February 2007 and June 2007 to respectively May 2009 and June 2009,

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- 3.2 [\*\*\*] A321 Firm Aircraft are irrevocably rescheduled from November 2007 and December 2007 to respectively November 2009 and December 2009,
- 3.3 [\*\*\*] Additional A321 Aircraft are irrevocably rescheduled from October 2008 and November 2008 to respectively June 2009 and September 2009 (the Aircraft referred to in Paragraph 3.1, 3.2 and 3.3 are collectively, the "Rescheduled Aircraft")
- 3.4 The parties hereby agree to irrevocably convert [\*\*\*] A321 Firm Aircraft and [\*\*\*] Additional A321 Aircraft scheduled for delivery in respectively [\*\*\*] into A319 Firm Aircraft (the "Converted A319 Aircraft").

#### **4. DELIVERY**

- 4.1 As a result of Paragraph 2 and 3 above, Clause 9.1.1 of the Agreement is deleted in its entirety and replaced with the following quoted text:

##### QUOTE

9.1.1 Subject to Clauses 2, 7, 8, 10 and 18, the Seller will have the Firm Aircraft Ready for Delivery at the Delivery Location within the following months (each a "**Scheduled Delivery Month**").

The Scheduled Delivery Months for the A319 Firm Aircraft are as follows:

Aircraft	Quantity of Aircraft	Month	Year
A319 Firm Aircraft	1	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]
A319 Firm Aircraft *	1	[***]	[***]
A319 Firm Aircraft *	1	[***]	[***]
A319 Firm Aircraft *	1	[***]	[***]
A319 Firm Aircraft **	1	[***]	[***]
A319 Firm Aircraft **	1	[***]	[***]

Spirit Airlines - A320 Family  
Amendment 4

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#### **Total A319 Firm Aircraft 10**

\* [\*\*\*]

\*\* [\*\*\*]

The Scheduled Delivery Months for the Additional A319 Firm Aircraft are as follows:

The Scheduled Delivery Months for the A321 Aircraft are as follows:

Aircraft	Quantity of Aircraft	Month	Year
Additional A321 Aircraft**	1	[***]	[***]



Additional A321 Aircraft**	1	[***]	[***]
A321 Firm Aircraft**	1	[***]	[***]
A321 Firm Aircraft**	1	[***]	[***]
<b>Total</b>	4		
<b>** [***]</b>			

UNQUOTE  
**5. PRICE**

5.1 The provisions contained in Clause 3.1.1.2 are hereby cancelled and replaced by the following provisions set forth between the "QUOTE" and "UNQUOTE":

QUOTE

3.1.1.2.1 A319 Airframe

The Base Price of the A319 Airframe is the sum of the Base Prices set forth below in (i) and (ii):

- (i) the Base Price of the A319 Airframe, as defined in the A319 Standard Specification (excluding Buyer Furnished Equipment and SCNs), at delivery conditions prevailing in January 2006:  
[\*\*\*]
- (ii) the Base Price of anticipated SCNs for the A319 Aircraft mutually agreed upon prior to the signature of this Agreement at delivery conditions prevailing in January 2006, is:  
[\*\*\*]

3.1.1.2.2

A320 Airframe

The Base Price of the A320 Airframe is the sum of the Base Prices set forth below in (i) and (ii):

- (i) the Base Price of the A320 Airframe, as defined in the A320 Standard Specification (excluding Buyer Furnished Equipment and SCNs) at delivery conditions prevailing in January 2006, is:  
[\*\*\*]
- (ii) the Base Price of anticipated SCNs for the A320 Aircraft mutually agreed upon prior to the signature of this Agreement including [\*\*\*] is:  
[\*\*\*]

Spirit Airlines - A320 Family  
Amendment 4

5

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3.1.1.2.3

A321 Airframe

The Base Price of the A321 Airframe is the sum of the Base Prices set forth below in (i) and (ii):

- (i) the Base Price of the A321 Airframe, as defined in the A321 Standard Specification (excluding Buyer Furnished Equipment and SCNs), at delivery conditions prevailing in January 2006, is:  
[\*\*\*]
- (ii) the Base Price of anticipated SCNs for the A321 Aircraft mutually agreed upon prior to the signature of this Agreement , at delivery conditions prevailing in January 2006, is:  
[\*\*\*]

---

[\*\*\*]

UNQUOTE

- 5.2 The provisions contained in Clause 3.1.1.3 of the Agreement are hereby cancelled and replaced by the following quoted provisions:

QUOTE

- 3.1.1.3 Base Price of the Propulsion Systems

- 3.1.1.3.1 A319 Propulsion Systems

The Base Price of the IAE V2524-A5 Propulsion Systems, at delivery conditions prevailing in January 2006, is:

[\*\*\*]

Said Base Price has been calculated from the Reference Price for the A319 Propulsion Systems indicated by International Aero Engines of US [\*\*\*] in accordance with delivery conditions prevailing in January 2001.

- 3.1.1.3.2 A320 Propulsion Systems

The Base Price of the Propulsion Systems IAEV2527-A5, at delivery conditions prevailing in January 2006, is:

[\*\*\*]

Spirit Airlines - A320 Family

Amendment 4

6

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Said Base Price has been calculated from the Reference Price for the A320 Propulsion Systems indicated by International Aero Engines of US [\*\*\*] in accordance with delivery conditions January 2001.

- 3.1.1.3.3 A321 Propulsion Systems

The Base Price of the IAEV2533-A5 Propulsion Systems for the A321 Aircraft, at delivery conditions prevailing in January 2006, is:

[\*\*\*]

Said Base Price has been calculated from the Reference Price for the A321 Propulsion Systems indicated by International Aero Engines of US \$ [\*\*\*] in accordance with delivery conditions January 2001.

UNQUOTE

- 5.3 Exhibit A4-1 Revision 1 is hereby deleted and replaced with Exhibit A4-1 Revision 2 annexed hereto. Any reference in the Agreement to "Exhibit A4" or "Exhibit A4-1 Revision 1" is deleted and replaced with "Exhibit A4-1 Revision 2".

## 6. PRICE REVISION

- 6.1 Exhibit G to the Agreement, Seller Price Revision Formula, is deleted and replaced by Exhibit G-1, Seller Price Revision Formula annexed hereto.

- 6.2 Exhibit H to the Agreement, Propulsion System Price Revision Formula, is deleted and replaced by Exhibit H-1, Propulsion System Price Formula annexed hereto.
-

## **7. CONDITION PRECEDENT**

- 7.1 It is a condition precedent to the effectiveness of this Amendment that at the time of execution hereof, no event shall have occurred which constitutes a Termination Event under the Agreement.

## **8. EFFECT OF THE AMENDMENT**

- 8.1 This Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.
- 8.2 The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. Both parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

Spirit Airlines - A320 Family  
Amendment 4

7

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## **9. CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Amendment strictly confidential, except as required by applicable law or pursuant to legal process. The Seller and the Buyer will consult prior to any public disclosure regarding this Amendment and will mutually agree on any such disclosure; *provided, however that*, following execution of this Amendment, Buyer may make such disclosure thereof as may be required by law or governmental orders, rules or regulations.

## **10. GOVERNING LAW**

THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF SUBPARAGRAPH 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

## **11. COUNTERPARTS**

This Amendment No. 4 may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

Spirit Airlines - A320 Family  
Amendment 4

8

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If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

---

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey  
Its: Senior Vice President Contracts

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ B. Ben Baldanza  
Its: President & CEO

Spirit Airlines - A320 Family  
Amendment 4

9

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**Exhibit A4-1 Revision 2**

**Spirit Airlines Single Aisle - Option list**

[\*\*\*]

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**EXHIBIT G-1**

**SELLER PRICE REVISION FORMULA**

**1 Base Price**

The Base Price of the Airframe of the applicable Aircraft is as quoted in Clause 3.1 of the Agreement.

**2 Base Period**

The above Basic Price has been established in accordance with the average economic conditions prevailing in [\*\*\*] as defined by "ECIb" and "ICb" index values indicated in Paragraph 4 of this Exhibit G.

This Base Price is subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics, and in accordance with the provisions of Paragraphs 4 and 5 of this Exhibit G.

"ECIb" and "ICb" index values indicated herein will not be subject to any revision.

**3 Reference Indexes**

Labor Index: "Employment Cost Index for Workers in Aerospace manufacturing" hereinafter referred to as "ECI 336411W", quarterly published by the US Department of Labor, Bureau of Labor Statistics, in "NEWS", (Table 9, "WAGES and SALARIES (not seasonally adjusted)): Employment Cost Indexes for Wages and Salaries for private industry workers by industry and occupational group", or such other name that may be from time to time used for the publication title and/or table, (Aircraft manufacturing, NAICS code 336411, base month and year [\*\*\*]).

The quarterly value released for a certain month (March, June, September and December) will be the one deemed to apply for the two preceding months.

Index code for access on the Web site of the US Bureau of Labor Statistics:

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C1U20232110000001.

Material Index: "Industrial Commodities" (hereinafter referred to as "IC") as published in "Producer Price Indexes" (Table 6. Producer price indexes and percent changes for commodity groupings and individual items).

(Base Year 1982 = 100).

Index code for access on the Web site of the US Bureau of Labor Statistics:  
WPU03THRU15.

Spirit Airlines - A320 Family

1

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**EXHIBIT G-1**

**SELLER PRICE REVISION FORMULA**

**4 Revision Formula**

[\*\*\*]

**5 General Provisions**

**5.1 Roundings**

The Labor Index average and the Material Index average will be computed to the first decimal. If the next succeeding place is five (5) or more, the preceding decimal place will be raised to the next higher figure.

Each quotient will be rounded to the nearest ten-thousandth (4 decimals). If the next succeeding place is five (5) or more, the preceding decimal place will be raised to the next higher figure.

The final factor will be rounded to the nearest ten-thousandth (4 decimals).

The final price will be rounded to the nearest whole number (0.5 or more rounded to 1).

**5.2 Substitution of Indexes for Airframe Price Revision Formula**

If;

- (i) the United States Department of Labor substantially revises the methodology of calculation of the Labor Index or the Material Index as used in the Airframe Price Revision Formula, or
- (ii) the United States Department of Labor discontinues, either temporarily or permanently, such Labor Index or such Material Index, or
- (iii) the data samples used to calculate such Labor Index or such Material Index are substantially changed;

The Seller will select a substitute index for inclusion in the Airframe Price Revision Formula (the "Substitute Index").

The Substitute Index will reflect as closely as possible the actual variance of the labor costs or of the material costs used in the calculation of the original Labor Index or Material Index, as the case may be.

As a result of the selection of the Substitute Index, the Seller will make an appropriate adjustment to the Airframe Price Revision Formula to combine the successive utilization of the original Labor Index or Material Index (as the case may be) and of the Substitute Index.

Spirit Airlines - A320 Family

2

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**EXHIBIT G-1****SELLER PRICE REVISION FORMULA****5.3 Final Index Values**

The index values defined in Paragraph 4 above will be considered final and no further adjustment to the basic prices as revised at Delivery of the Aircraft will be made after Aircraft Delivery for any subsequent changes in the published index values.

Spirit Airlines - A320 Family

3

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**EXHIBIT H-1****PROPELLION SYSTEMS PRICE REVISION FORMULA**  
**INTERNATIONAL AERO ENGINES****1 Reference Price of the Engines**

The Reference Price of a set of two (2) INTERNATIONAL AERO ENGINES engines IAE V2524-A5, IAE V2527-A5 and IAE V2533-A5 are as quoted in Clause 3.1.1.3 of the Agreement.

These Reference Prices are subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics, and in accordance with the provisions hereof.

**2 Reference Period**

The above Reference Prices have been established in accordance with [\*\*\*], as defined, according to INTERNATIONAL AERO ENGINES by the ECIb and ICb index values indicated in Clause 4 of this Exhibit H.

**3 Indexes**

Labor Index: "Employment Cost Index for Workers in Aerospace manufacturing" hereinafter referred to as "ECI 336411W", published quarterly by the US Department of Labor, Bureau of Labor Statistics, in "NEWS," and found in Table 6, "WAGES and SALARIES (not seasonally adjusted): Employment Cost Indexes for Wages and Salaries for private industry workers by industry and occupational group," or such other name that may be from time to time used for the publication title and/or table. (Aircraft manufacturing, NAICS code SIC 3721, [\*\*\*].)

The quarterly value released for a certain month (March, June, September and December) will be the one deemed to apply for the two preceding months.

Index code for access on the website of the US Bureau of Labor Statistics: CIU20232110000001.

Material Index: "Industrial Commodities" (hereinafter referred to as "IC") as published in "PPI Detailed report" (found in Table 6. "Producer price indexes and percent changes for commodity groupings and individual items not seasonally adjusted" or such other names that may be from time to time used for the publication title and/or table). (Base Year 1982 = 100.)

**4 Revision Formula**

[\*\*\*]

Spirit Airlines - A320 Family

1

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**EXHIBIT H-1****PROPELLION SYSTEMS PRICE REVISION FORMULA**  
**INTERNATIONAL AERO ENGINE****5. General Provisions**

5.1 Roundings

- (i) ECIn and ICn will be calculated to the nearest tenth (1 decimal).
- (ii) Each quotient (ECIn/ECIb) and (ICn/ICb) will be calculated to the nearest ten thousandth (4 decimals).
- (iii) The final factor will be rounded to the nearest ten-thousandth (4 decimals).

If the next succeeding place is five (5) or more the preceding decimal place will be raised to the nearest higher figure.

After final computation Pn will be rounded to the nearest whole number (0.5 rounds to 1).

5.2 Final Index Values

The Revised Reference Prices at the date of Aircraft delivery will be the final prices and will not be subject to any further adjustments in the indexes.

For any index value for which no final figure is available for any of the applicable months, the then published preliminary figures will be the basis on which the Revised Reference Price will be computed.

5.3 Interruption of Index Publication

If the US Department of Labor substantially revises the methodology of calculation or discontinues any of the indexes referred to hereabove, AVSA will reflect the substitute for the revised or discontinued index selected by INTERNATIONAL AERO ENGINES, such substitute index to lead in application to the same adjustment result, insofar as possible, as would have been achieved by continuing the use of the original index as it may have fluctuated had it not been revised or discontinued.

Appropriate revision of the formula will be made to accomplish this result.

5.4 Annulment of Formula

Should the above escalation provisions become null and void by action of the US Government, the price will be adjusted due to increases in the costs of labor and material which have occurred from the period represented by the applicable Reference

Price Indexes to average of the fifth (5<sup>th</sup>), sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) months prior to the scheduled Aircraft delivery.

Spirit Airlines - A320 Family

2

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**EXHIBIT H-1**

**PROPELLION SYSTEMS PRICE REVISION FORMULA  
INTERNATIONAL AERO ENGINE**

5.5 Limitation

Should any Revised Reference Price be lower than the applicable Reference Price, the final price will be computed with the Reference Price.

Spirit Airlines - A320 Family

3

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LETTER AGREEMENT NO. 1

TO

AMENDMENT NO. 4

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As of October 27, 2006

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: MISCELLANEOUS PROVISIONS

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer"), and AVSA, S.A.R.L. (the "Seller"), have entered into Amendment No. 4, dated as of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004 as amended from time to time (the "Agreement"), which Agreement covers among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 1 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

**1. PREDELIVERY PAYMENTS**

**1.1 INITIAL PAYMENTS AND PREDELIVERY PAYMENT RETENTION**

[\*\*\*]

**1.2 PREDELIVERY PAYMENT DEFERRAL**

[\*\*\*]

**1.3 PREDELIVERY PAYMENTS**

Spirit Airlines - A320 Family  
Letter Agreement 1 to Amendment No. 4  
Page 1 of 7

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1.3.1 Paragraph 1 of Letter Agreement 2 is amended by

(a) adding to the quoted text of paragraph 5.2.1, at the end of such quoted text, the following language between "QUOTE" and "UNQUOTE":

QUOTE

5.2.1 [\*\*\*]

UNQUOTE

(b) deleting paragraph 5.2.2.2 in its entirety and replacing it with the following quoted language between "QUOTE" and "UNQUOTE":

QUOTE

5.2.2.2 [\*\*\*]

UNQUOTE

1.3.2 Paragraph 2 of Letter Agreement 2 is hereby deleted in its entirety and replaced with the following language between "QUOTE" and "UNQUOTE":

QUOTE

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2. Clause 5.2.3 of the Agreement is deleted in its entirety and replaced with the following language between "QUOTE" and "UNQUOTE":

QUOTE

5.2.3 A. Predelivery Payments for A319 Firm Aircraft, A321 Firm Aircraft, Conversion A320 Aircraft, Conversion A321 Aircraft and Additional A321 Aircraft (except as provided in Paragraph 3.2(ii) and 3.2(iii) of Amendment No. 2 to the Agreement) will be paid according to the following schedule.

Payment Date	Percentage of Predelivery Payment Reference Price
[***]	[***]
TOTAL PAYMENT PRIOR TO DELIVERY	[***]

B. Predelivery Payments for Additional A319 Firm Aircraft and Additional A319 Firm Aircraft converted to either Converted Additional A320 Aircraft or Converted Additional A321 Aircraft will be paid according to the following schedule.

Spirit Airlines - A320 Family  
Letter Agreement 1 to Amendment No. 4  
Page 2 of 7

Payment Date	Percentage of Predelivery Payment Reference Price
[***]	[***]
TOTAL PAYMENT PRIOR TO DELIVERY	[***]

UNQUOTE

UNQUOTE

## 2. **FLEXIBILITY**

### 2.1 **Termination of Option Aircraft and Rolling Option Aircraft**

- (i) Paragraph 1 of Letter Agreement 4 entitled Option Aircraft is hereby deleted in its entirety and all Option Aircraft immediately expire and are of no further effect.
- (ii) Paragraph 2 of Letter Agreement 4 entitled Rolling Option Aircraft is hereby deleted in its entirety and all Rolling Option Aircraft immediately expire and are of no further affect.

### 2.2 **Termination of Conversion Rights on Additional A321 Aircraft**

Paragraph 3.4 of Amendment 2 to the Agreement is deleted in its entirety and all conversion rights related to the Additional A321 Aircraft are no longer in effect.

### 2.3 **Conversion Rights**

#### (i) Conversion Rights on Additional A319 Firm Aircraft

[\*\*\*]

#### (ii) Conversion Rights on A319 Firm Aircraft

[\*\*\*]

(iii) Conversion Rights to A330-200 Aircraft

[\*\*\*]  
(iv) Deletion of Deferral Right

Paragraph 3.3, of Amendment 2 to the Agreement entitled Deferral Right, is hereby deleted in its entirety and is of no further affect.

### 3. **PRODUCT SUPPORT**

The following paragraphs between "QUOTE" and "UNQUOTE" are added to Letter Agreement 5 to the Agreement:

Spirit Airlines - A320 Family  
Letter Agreement 1 to Amendment No. 4  
Page 3 of 7

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QUOTE

#### 11. **ADDITIONAL TRAINING MATTERS**

For each Additional A319 Firm Aircraft or Converted Additional Aircraft, the Seller will provide to the Buyer:

(i) [\*\*\*]

(ii) [\*\*\*]

The training offered pursuant to this paragraph 11 is the only training available to the Buyer from the Seller for Additional A319 Firm Aircraft or a Converted Additional Aircraft.

#### 12. **AIRFASE**

The Software License for use of the AIRFASE flight safety software will be granted [\*\*\*] to the Buyer for a period of [\*\*\*] years from the first date of issuance.

#### 13. **ADOC**

The Software License for use of the ADOC job card production package, content and revision management package and consultation package will be granted [\*\*\*] to the Buyer for as long as [\*\*\*] revision service is available to the Buyer pursuant to Clause 14.5 of the Agreement,

UNQUOTE

### 4. **CUSTOMIZATION AND RETROFITS**

The following language between "QUOTE" and "UNQUOTE" is inserted as paragraphs 5 and 6 of Letter Agreement 9:

QUOTE

#### 5. **CABIN INTERIOR**

[\*\*\*]

Spirit Airlines - A320 Family  
Letter Agreement 1 to Amendment No. 4  
Page 4 of 7

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[\*\*\*]

#### 6. **AERO ENHANCEMENTS**

[\*\*\*]  
7. DELETION OF ACT ON A321 AIRCRAFT

[\*\*\*]

UNQUOTE

5. **CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Amendment strictly confidential, except as required by applicable law or pursuant to legal process. The Seller and the Buyer will consult prior to any public disclosure regarding this Amendment and mutually agree on such disclosure; *provided, however that*, following execution of this Amendment, Buyer may make such disclosure thereof as may be required by law or governmental orders, rules or regulations.

6. **GOVERNING LAW**

THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF SUBPARAGRAPH 22.4 OF THE AGREEMENT.

Spirit Airlines - A320 Family  
Letter Agreement 1 to Amendment No. 4  
Page 5 of 7

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IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

7. **COUNTERPARTS**

This Amendment No. 1 to Letter Agreement No. 2 may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

Spirit Airlines - A320 Family  
Letter Agreement 1 to Amendment No. 4  
Page 6 of 7

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If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ illegible

Its:

Accepted and Agreed,  
SPIRIT AIRLINES, INC.

By: /s/ B. Ben Baldanza  
Its: President & CEO

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LETTER AGREEMENT NO. 2

TO

AMENDMENT NO. 4

As of October 27, 2006

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: COMMERCIAL PROVISIONS

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer"), and AVSA, S.A.R.L. (the "Seller"), have entered into Amendment No. 4, dated as of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004 as amended from time to time (the "Agreement"), which Agreement covers among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 2 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

**1. ESCALATION CAP ON ADDITIONAL A319 FIRM AIRCRAFT**

1.1 [\*\*\*]

1.2 [\*\*\*]

1.3 [\*\*\*]

1.4 [\*\*\*]

**2. Termination of Certain Letter Agreements In Whole or In Part**

Spirit Airlines - A320 Family Aircraft  
Letter Agreement 2 to Amendment No. 4

LA2-1

2.1 Letter Agreement 3 regarding Commercial Incentives is hereby canceled in its entirety and is of no further affect.

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- 2.2 Letter Agreement 10 regarding Sideletter Agreement is hereby canceled in its entirety and is of no further affect.
- 2.3 Paragraph 4 of Letter Agreement 4, Credit Memoranda with Respect to Option Aircraft and Conversion Aircraft, is deleted in its entirety and is of no further affect.

### **3. CREDIT MEMORANDA**

#### **3.1 Credit Memoranda for A319 Firm Aircraft, A321 Firm Aircraft, Additional A321 Aircraft, Conversion A320 Aircraft and Conversion A321 Aircraft**

##### **(i) Credit Memoranda**

[\*\*\*]

##### **(ii) Applicability of the Airbus Credit Memorandum**

The Airbus Credit Memorandum described in this Paragraph 3.1 are based on January 2006 delivery conditions and will be adjusted to the Delivery Date of the applicable A319 Firm Aircraft, A321 Firm Aircraft, Additional A321 Aircraft, Conversion A320 Aircraft or Conversion A321 Aircraft in accordance with the Seller Price Revision Formula.

The Buyer will have the option to apply the Airbus Credit Memorandum towards either (i) the Final Contract Price upon Delivery of the applicable Aircraft or (ii) the purchase of goods and services from the ANACS Customer Services Catalog.

#### **3.2 Credit Memoranda for Additional A319 Firm Aircraft, Converted Additional A320 Aircraft and Converted Additional A321 Aircraft**

##### **(i) Credit Memoranda**

For the Additional A319 Firm Aircraft, Converted Additional A320 Aircraft and Converted Additional A321 Aircraft, the Seller will provide the Buyer with the applicable credit memoranda described below:

[\*\*\*]

##### **(ii) Applicability of the Airbus New Credit Memorandum**

The Airbus New Credit Memorandum described in this Paragraph 3.2 are based on January 2006 delivery conditions and are subject to price revision to the Delivery Date of the applicable Additional A319 Firm Aircraft, Converted Additional A320 Aircraft or Converted Additional A321 Aircraft in accordance with the Seller Price Revision Formula, subject to the provisions set forth in Paragraph 1 of this Letter Agreement.

The Buyer will have the option to apply the Airbus New Credit Memorandum towards either (i) the Final Contract Price upon Delivery of the applicable Aircraft or (ii) the purchase of goods and services from the ANACS Customer Services Catalog.

Spirit Airlines - A320 Family Aircraft  
Letter Agreement 2 to Amendment No. 4

LA2-2

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3.3 Advanced A319/A321 Credit Memorandum

3.3.1 [\*\*\*]

3.3.2 [\*\*\*]

3.3.3 [\*\*\*]

3.3.4 [\*\*\*]

3.3.5 [\*\*\*]

4. A320 FAMILY PRICE HARMONIZATION CREDIT MEMORANDUM

4.1 [\*\*\*]

4.2 [\*\*\*]

4.3 [\*\*\*]

4.4 [\*\*\*]

5. OTHER ESCALATION SUPPORT

5.1 [\*\*\*]

5.2 [\*\*\*]

5.3 [\*\*\*]

5.4 [\*\*\*]

6. FIXED LEASED AIRCRAFT SUPPORT

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[\*\*\*]

**7. ASSIGNMENT**

Notwithstanding any other provision of this Letter Agreement 2 or of the Agreement, this Letter Agreement 2 and the rights and obligations of the Buyer hereunder will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Paragraph 7 will be void and of no force or effect.

**8. CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Amendment strictly confidential, except as required by applicable Law or pursuant to Legal process. The Seller and the Buyer will consult prior

Spirit Airlines - A320 Family Aircraft  
Letter Agreement 2 to Amendment No. 4

LA2-3

to any public disclosure regarding this Amendment and mutually agree on such disclosure; *provided, however that,* following execution of this Amendment, Buyer may make such disclosure thereof as may be required by law or governmental orders, rules or regulations.

**9. GOVERNING LAW**

THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF SUBPARAGRAPH 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**10. COUNTERPARTS**

This Letter Agreement 2 to Amendment No 4 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

Spirit Airlines - A320 Family Aircraft  
Letter Agreement 2 to Amendment No. 4

LA2-4

If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

Airbus S.A.S.

By: /s/ illegible

Its:

Accepted and Agreed

Spirit Airlines, Inc,

By: /s/ B. Ben Baldanza

Its: President & CEO

Spirit Airlines - A320 Family Aircraft  
Letter Agreement 2 to Amendment No. 4

LA2-5

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**AMENDMENT NO. 5**

**TO**

**THE A320 FAMILY PURCHASE AGREEMENT**

**Dated as of May 5, 2004**

**BETWEEN AVSA S.A.R.L.**

**AND**

**SPIRIT AIRLINES, INC.**

This Amendment No. 5 to the A320 Family Purchase Agreement dated as of May 5, 2004 (hereinafter referred to as the "Amendment") is entered into as of March 5, 2007 by and between AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.), organized and existing under the laws of the Republic of France, having its registered office located at 1, Rond Point Maurice Bellonte, 31700 Blagnac, France (hereinafter referred to as the "Seller") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (hereinafter referred to as the "Buyer").

WHEREAS, the Buyer and AVSA S.A.R.L have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, relating to the sale by the Seller and the purchase by the Buyer of certain firmly ordered Airbus A319-100 and A321-200 model aircraft (the "Aircraft"), which, together with all Exhibits, Appendices, Letter Agreements attached thereto and as amended by Amendment No. 1 dated as of December 21, 2004, Amendment No. 2 dated as of April 15, 2005, Amendment No. 3 dated as of June 30, 2005 and Amendment No. 4 dated as of October 27, 2006 is hereinafter called the "Agreement".

WHEREAS, the Buyer and the Seller wish to amend certain terms of the Agreement as set forth herein.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

**1. PRICE REVISION**

Exhibit H-1 to the Agreement, Propulsion System Price Revision Formula, is deleted and replaced by the Exhibit H-1, Propulsion System Price Formula annexed hereto.

Spirit Airlines - A320 Family  
Amendment 5

1 of  
3

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**2. CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Amendment strictly confidential, except as required by applicable law or pursuant to legal

process. The Seller and the Buyer will consult prior to any public disclosure regarding this Amendment and will mutually agree on any such disclosure; provided, however that, following execution of this Amendment, Buyer may make such disclosure thereof as may be required by law or governmental orders, rules or regulations.

### **3. GOVERNING LAW**

THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF SUBPARAGRAPH 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

### **4. COUNTERPARTS**

This Amendment No. 5 may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

Spirit Airlines - A320 Family  
Amendment 5

2 of  
3

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If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey  
Its: Senior Vice President Contracts

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ Joseph Marotta  
Its: VP & Controller

Spirit Airlines - A320 Family  
Amendment 5

3 of  
3

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## **EXHIBIT H-1**

### **PROPELLION SYSTEMS PRICE REVISION FORMULA** **INTERNATIONAL AERO ENGINE**

#### **1 REFERENCE PRICE**

The Reference Price of a set of two (2) INTERNATIONAL AERO ENGINES' engines IAE V2524-A5, IAE V2527-A5 and IAE V2533-A5 are as quoted in Clause 3.1.1.3 of the Agreement as set forth in Amendment 4 to the Agreement.

This Reference Price is subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics, and in accordance with the provisions of Paragraphs 4 and 5 of this Exhibit H-1.

## **2 REFERENCE PERIOD**

The Reference Price has been established in accordance with the average economic conditions [\*\*\*], as defined, according to International Aero Engines by the EC Ib and ICb index values indicated in Paragraph 4 of this Exhibit H-1.

## **3 INDEXES**

Labor Index: "Employment Cost Index Wages and Salaries for Workers in Aerospace Manufacturing hereinafter referred to as "ECI" (ECI 336411W", series ID : CIU2023211000000I not seasonally adjusted), published quarterly by the US Department of Labor, Bureau of Labor Statistics (<http://data.bls.gov> [\*\*\*]): Employment Cost Indexes for Wages and Salaries for private industry workers by industry and occupational group", or such other name that may be from time to time used for the publication title and/or table

The quarterly value of CIU2023211000000I will apply to each month of a given quarter.

Material Index: "Producer Price Index, Industrial Commodities hereinafter referred to as "IC" (series ID: WPU03thru15, not seasonally adjusted)" as published in "PPI Commodity Detailed report" by the US Department of Labor, Bureau of Labor Statistics, (<http://data.bls.gov>, base year 1982 =100) or such other name that may be from time to time used for the publication title and/or table)

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## **EXHIBIT H-1**

### **PROPELLION SYSTEMS PRICE REVISION FORMULA** **INTERNATIONAL AERO ENGINE**

## **4 REVISION FORMULA**

[\*\*\*]  
In determining the revised Reference Price EC In and ICn shall be calculated to the nearest tenth (1 decimal). Each quotient (EC In/EC Ib) and (ICn/ICb) shall be calculated to the nearest ten-thousandth (4 decimals).

If the next succeeding place is five (5) or more the preceding decimal place shall be raised to the next higher figure.

After final computation Pn shall be rounded to the nearest whole number (0.5 rounds to 1)

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## **EXHIBIT H-1**

### **PROPELLION SYSTEMS PRICE REVISION FORMULA** **INTERNATIONAL AERO ENGINE**

## **5 GENERAL PROVISIONS**

- 5.1 The Reference Price as revised as of the Delivery Date of the Aircraft shall be the final price and shall not be subject to any further adjustments in the indexes.

If no final index values are available for any of the applicable month, the then published preliminary figures shall be the basis on which the revised Reference Price shall be computed.

- 5.2 If the US Department of Labor substantially revises the methodology of calculation or discontinues any of the indexes referred to hereabove, the Seller shall reflect the substitute for the revised or discontinued index selected by International Aero Engines, such substitute index to lead in application to the same adjustment result, insofar as possible, as would have been achieved by continuing the use of the original index as it may have fluctuated had it not been revised or discontinued.
- Appropriate revision of the formula shall be made to accomplish this result.
- 5.3 Should the above escalation provisions become null and void by action of the US Government, the price shall be adjusted due to increases in the costs of labor and material which have occurred from the period represented by the applicable Reference Price Indexes [\*\*\*].
- 5.4 Should the revised Reference Price be lower than the Reference Price, the final price shall be computed with the Reference Price.

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**AMENDMENT NO. 6**  
**TO**  
**THE A320 FAMILY PURCHASE AGREEMENT**  
**Dated as of May 5, 2004**  
**BETWEEN AVSA S.A.R.L.**  
**AND**  
**SPIRIT AIRLINES, INC.**

This Amendment No. 6 to the A320 Family Purchase Agreement dated as of May 5, 2004 (hereinafter referred to as the "**Amendment**"), is entered into as of March 27, 2007, by and between AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.), organized and existing under the laws of the Republic of France, having its registered office located at 1, Rond Point Maurice Bellonte, 31700 Blagnac, France (hereinafter referred to as the "**Seller**") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (hereinafter referred to as the "**Buyer**").

WHEREAS, the Buyer and AVSA S.A.R.L have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, relating to the sale by the Seller and the purchase by the Buyer of certain firmly ordered Airbus A319-100 and A321-200 model aircraft (the "**Aircraft**"), which, together with all Exhibits and Appendices attached thereto and Letter Agreements related thereto and as amended by Amendment No. 1 dated as of December 21, 2004, Amendment No. 2 dated as of April 15, 2005, Amendment No. 3 dated as of June 30, 2005, Amendment No. 4 dated as of October 27, 2006, and Amendment No. 5 dated as of March 5, 2007, is hereinafter called the "**Agreement**".

WHEREAS, the Buyer and the Seller wish to amend certain terms of the Agreement as set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

**1. CLAUSE 9 - DELIVERY**

**1.1 Aircraft Identification Numbers**

The Seller has allocated a unique identification number (the "**CAC ID No.**") that corresponds to each Aircraft, and such CAD ID No. is set forth in the quoted text in Paragraph 1.2 below.

## 1.2 Rescheduling

Pursuant to Paragraph 2.3 (iii) of Letter Agreement No. 1 to Amendment No. 4 to the Agreement, the Buyer and the Seller have agreed to reschedule the first A321 Aircraft (CAC ID No. [\*\*\*]) from [\*\*\*]. Accordingly, Clause 9.1.1 of the Agreement is deleted and replaced with the following quoted text:

### QUOTE

9.1.1 Subject to Clauses 2, 7, 8, 10 and 18, the Seller will have the Firm Aircraft Ready for Delivery at the Delivery Location within the following months (each a "**Scheduled Delivery Month**").

The Scheduled Delivery Months for the A319 Aircraft are as follows:

Aircraft	Quantity of Aircraft	Month	Year	CAC ID No.
A319 Firm Aircraft	1	[***]	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]	[***]
Total A319 Firm Aircraft	10			

The Scheduled Delivery Months for the Additional A319 Firm Aircraft are as follows:

Aircraft	Quantity of Aircraft	Month	Year	CAC ID No.
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Total Additional Firm A319				

Aircraft

30

The Scheduled Delivery Months for the A321 Aircraft are as follows:

---

Aircraft	Quantity of Aircraft	[***]	[***]	[***]
Additional A321 Aircraft	1	[***]	[***]	[***]
A321 Firm Aircraft	1	[***]	[***]	[***]
A321 Firm Aircraft	1	[***]	[***]	[***]
Additional A321 Aircraft**	1	[***]	[***]	[***]
<b>Total A321 Aircraft</b>	<b>4</b>			

\*\* [\*\*\*]

UNQUOTE

1.3 Conversion Rights to A330-200 Aircraft:

Paragraph 2.3 (iii) of Letter Agreement No. 1 to Amendment No. 4 to the Agreement is deleted and replaced by the following quoted text:

QUOTE

Spirit Airlines - A320 Family  
Amendment 6

3 of 5

**PRIVILEGED AND CONFIDENTIAL**

---

(iii) Conversion Rights to A330-200 Aircraft

[\*\*\*]

UNQUOTE

2. **EFFECT OF THE AMENDMENT**

- 2.1 This Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.
- 2.2 The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. Both parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

3. **CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Amendment strictly confidential, except as required by applicable law or pursuant to legal process. The Seller and the Buyer will consult prior to any public disclosure regarding this Amendment and will mutually agree on any such disclosure; *provided, however,* that following execution of this Amendment, the Buyer may make such disclosure thereof as may be required by law or governmental orders, rules or regulations.

4. **GOVERNING LAW**

THE AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**5. COUNTERPARTS**

This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

Spirit Airlines - A320 Family  
Amendment 6

4 of 5  
**PRIVILEGED AND CONFIDENTIAL**

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

SPIRIT AIRLINES, INC.

AIRBUS S.A.S.

By: /s/ David W. Lancelot

By: /s/ Christophe Mourey

Its: Sr. Vice President & CFO

Its: Senior Vice President Contracts

Spirit Airlines - A320 Family  
Amendment 6

5 of 5  
**PRIVILEGED AND CONFIDENTIAL**

**AMENDMENT NO. 7**

**TO**

**THE A320 FAMILY PURCHASE AGREEMENT**

**Dated as of May 5, 2004**

**BETWEEN AVSA S.A.R.L.**

**AND**

**SPIRIT AIRLINES, INC.**

This Amendment No. 7 to the A320 Family Purchase Agreement dated as of May 5, 2004 (hereinafter referred to as the "**Amendment**"), is entered into as of June 26, 2007, by and between AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.), organized and existing under the laws of the Republic of France, having its registered office located at 1, Rond Point Maurice Bellonte, 31700 Blagnac, France (hereinafter referred to as the "**Seller**") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (hereinafter referred to as the "**Buyer**").

WHEREAS, the Buyer and AVSA S.A.R.L entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, relating to the sale by the Seller and the purchase by the Buyer of certain firmly ordered Airbus A319400 and

A321-200 model aircraft (the "Aircraft"), which, together with all Exhibits and Appendices attached thereto and Letter Agreements related thereto and as amended by Amendment No. 1 dated as of December 21, 2004, Amendment No. 2 dated as of April 15, 2005, Amendment No. 3 dated as of June 30, 2005, Amendment No. 4 dated as of October 27, 2006, Amendment No. 5 dated as of March 5, 2007, and Amendment No. 6 dated as of March 27, 2007, is hereinafter called the "Agreement".

WHEREAS, the Buyer and the Seller wish to amend certain terms of the Agreement as set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

Spirit Airlines - A320 Family  
Amendment 7 - Execution

6  
**PRIVILEGED AND CONFIDENTIAL**

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#### **1. A319 CONVERSION**

- 1.1 The Buyer has requested, and the Seller hereby agrees, to irrevocably convert [\*\*\*] A319 Firm Aircraft [\*\*\*] into [\*\*\*] Conversion A320 Aircraft.
- 1.2 The parties hereby agree to irrevocably convert [\*\*\*] A319 Firm Aircraft [\*\*\*] into Conversion A320 Aircraft.
- 1.3 The parties hereby agree to irrevocably convert [\*\*\*] Additional A319 Firm Aircraft into Converted Additional A320 Aircraft. [\*\*\*]

#### **2. A321 CONVERSION**

- 2.1 The Buyer has requested, and the Seller hereby agrees, to irrevocably convert [\*\*\*] A321 Firm Aircraft [\*\*\*] and [\*\*\*] Additional A321 Aircraft [\*\*\*] into Conversion A320 Aircraft.
- 2.2 Paragraph 2.3 (iii) (Conversion Rights to A330-200 Aircraft) of Letter Agreement No. 1 to Amendment No. 4 to the Agreement is deleted in its entirety and is of no further effect.

#### **3. CONVERTED AIRCRAFT MATRIX**

Appendix 1 hereto sets forth the Aircraft types and associated CAC ID No. for each Aircraft that has been converted pursuant to this Amendment. Appendix 1 is provided for information purposes only.

#### **4. DEFINITIONS**

Clause 0 of the Agreement is amended by deleting the definition of "A320 Aircraft" and replacing it with the following quoted text:

QUOTE

A320 Aircraft - any firmly ordered A320 Aircraft that the Buyer elects to convert from an A319 Aircraft or an A321 Aircraft.

UNQUOTE

---

## 5. **CLAUSE 9 - DELIVERY**

As a result of Paragraphs 1 and 2 above, Clause 9.1.1 of the Agreement is deleted and replaced with the following quoted text:

### QUOTE

9.1.1 Subject to Clauses 2, 7, 8, 10 and 18, the Seller will have the Firm Aircraft Ready for Delivery at the Delivery Location within the following months (each a "**Scheduled Delivery Month**").

---

The Scheduled Delivery Months for the A319 Aircraft are as follows:

A319 Aircraft	Quantity of Aircraft	Month	Year	CAC ID No.
A319 Firm Aircraft	1	[***]	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]	[***]
A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Total A319 Aircraft	24	[***]	[***]	[***]

---

The Scheduled Delivery Months for the A320 Aircraft are as follows:



A320 Aircraft	Quantity of Aircraft	Month	Year	CAC ID No.
Conversion A320 Aircraft	1	[***]	[***]	[***]
Conversion A320 Aircraft	1	[***]	[***]	[***]
Conversion A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Conversion A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Conversion A320 Aircraft	1	[***]	[***]	[***]
Conversion A320 Aircraft	1	[***]	[***]	[***]
Conversion A320 Aircraft	1	[***]	[***]	[***]
Total A320 Aircraft	20	[***]	[***]	[***]

UNQUOTE

## **6. CONDITION PRECEDENT**

It is a condition precedent to the effectiveness of this Amendment that (i) the Buyer and Seller, no later than June 29, 2007, (a) receive approval of their respective Boards of Directors to enter into this Amendment and (b) execute this Amendment, (ii) no event shall have occurred which constitutes a Termination Event under the Agreement and (iii) the Seller shall have received from the Buyer receipt of any Predelivery Payments that are due and payable upon execution of this Amendment.

In the event that any of the above conditions are not met, then this Amendment and the terms herein will be null and void with immediate effect and the Agreement will remain in full and force and effect as if this Amendment had not been signed by the parties hereto.

---

## **7. EFFECT OF THE AMENDMENT**

7.1 This Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.

- 7.2 The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. Both parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

## 8. CONFIDENTIALITY

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Amendment strictly confidential, except as required by applicable law or pursuant to legal process. The Seller and the Buyer will consult prior to any public disclosure regarding this Amendment and will mutually agree on any such disclosure; provided, however, that following execution of this Amendment, the Buyer may make such disclosure thereof as may be required by law or governmental orders, rules or regulations.

## 9. GOVERNING LAW

THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

## 10. COUNTERPARTS

This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

SPIRIT AIRLINES, INC.

AIRBUS S.A.S.

By: /s/ David Lancelot

By: /s/ Christophe Mourey

Its: SVP & CFO

Its: SVP Contracts

## APPENDIX 1

A319 Aircraft that are converted to A320 Aircraft pursuant to Amendment No. 7 to the Agreement

From A319 Aircraft:

[\*\*\*]

To A320 Aircraft:

[\*\*\*]

CAC ID  
No.

[\*\*\*]

Spirit Airlines - A320 Family Aircraft  
Letter Agreement 1 to Amendment 7 - EXECUTION

LA 1-7

PRIVILEGED AND CONFIDENTIAL

A321 Aircraft that are converted to A320 Aircraft pursuant to Amendment No. 7 to the Agreement

From A321 Aircraft:	To A320 Aircraft:	CAC ID No.
[***]	[***]	[***]

Spirit Airlines - A320 Family aircraft  
Amendment 7 - EXECUTION

LA 1-2  
**PRIVILEGED AND CONFIDENTIAL**

**LETTER AGREEMENT NO. 1  
TO  
AMENDMENT NO. 7**

As of June 26, 2007

Spirit Airlines, Inc. 2800 Executive Way Miramar, Florida 33025

RE: COMMERCIAL PROVISIONS

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer"), and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "Seller"), have entered into Amendment No. 7, dated as of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004 as amended from time to time (the "Agreement"), which Agreement covers among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 1 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

Spirit Airlines - A320 Family Aircraft  
Letter Agreement 1 to Amendment 7 - EXECUTION

LA1-7

**PRIVILEGED AND CONFIDENTIAL**

**1. ADVANCED A319/A321 CREDIT MEMORANDUM**

1.1 Paragraph 3.11 of Letter Agreement No. 2 to Amendment No. 4 to the Agreement is deleted and replaced by the following quoted text:

QUOTE

3.3.1 When the Buyer or its permitted assignee has taken Delivery of the [\*\*\*] Conversion A320 Aircraft bearing [\*\*\*], the Seller will grant to the Buyer [\*\*\*] (the "Advanced A319/A321 Credit Memorandum").

UNQUOTE

1.2 Paragraph 3.3.5 of Letter Agreement No. 2 to Amendment No. 4 to the Agreement is deleted and replaced by the following quoted text:

QUOTE

3.3.5 If, by [\*\*\*] (the "A319/A321 CM Earned Date"), the Buyer or its permitted designee has not taken Delivery of the [\*\*\*] Conversion A320 Aircraft [\*\*\*], the Buyer will repay the Seller within [\*\*\*] from

the A319/A321 CM Earned Date the pro-rata unearned portion of the Advanced A319/A321 Credit Memoranda plus any additional amount resulting from adjusting such Advanced A319/A321 Credit Memoranda in accordance with the Seller Price Revision Formula from January 2006 delivery conditions until the date of such payment to the Seller.

For purposes of this Paragraph 3.3.5, the parties understand that the Buyer will be deemed to have fulfilled its obligation to take delivery of any of the [\*\*\*] Conversion A320 Aircraft [\*\*\*]

UNQUOTE

**2. A320 FAMILY PRICE HARMONIZATION CREDIT MEMORANDUM**

- 2.1 Paragraph 4.1 of Letter Agreement No. 2 to Amendment No. 4 to the Agreement is deleted and replaced by the following quoted text:

QUOTE

4.1 [\*\*\*]

UNQUOTE

- 2.2 Paragraph 4.3 of Letter Agreement No. 2 to Amendment No. 4 to the Agreement is deleted and has no further force or effect. The Buyer and the Seller acknowledge that in consideration of the Seller granting the Buyer the right to convert the [\*\*\*] A321 Film Aircraft and the [\*\*\*] Additional A321 Aircraft into Conversion A320 Aircraft, [\*\*\*]

Spirit Airlines - A320 Family Aircraft  
Amendment 7 - EXECUTION

LA1-2

**PRIVILEGED AND CONFIDENTIAL**

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- 2.3 Paragraph 4.4 of Letter Agreement No. 2 to Amendment No. 4 to the Agreement is deleted and replaced by the following quoted text:

QUOTE

4.4 [\*\*\*]

UNQUOTE

**3. OTHER ESCALATION SUPPORT**

- Paragraph 5.1 of Letter Agreement No. 2 to Amendment No. 4 to the Agreement is deleted and replaced by the following quoted text:

QUOTE

5.1 [\*\*\*]

UNQUOTE

**4. PREDELIVERY PAYMENTS**

- Paragraph 1 of Letter Agreement No. 2 to the Agreement is amended by deleting Paragraph 5.2.2.2 and replacing it with the following quoted text:

QUOTE

5.2.2.2 The fixed Predelivery Payment Reference Price for the:

(i) [\*\*\*]

(ii) [\*\*\*]

---

(iii) [\*\*\*]

(iv) [\*\*\*]

UNQUOTE

## 5. ASSIGNMENT

Notwithstanding any other provision of this Letter Agreement or of the Agreement, this Letter Agreement and the rights and obligations of the Buyer hereunder will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Paragraph 5 will be void and of no force or effect.

Spirit Airlines - A320 Family Aircraft  
Amendment 7 - EXECUTION

LA1-3  
**PRIVILEGED AND CONFIDENTIAL**

## 6. CONFIDENTIALITY.

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Letter Agreement strictly confidential, except as required by applicable law or pursuant to legal process. The Seller and the Buyer will consult prior to any public disclosure regarding this Letter Agreement and mutually agree on such disclosure; provided, however that, following execution of this Letter Agreement, the Buyer may make such disclosure thereof as may be required by law or governmental orders, rules or regulations.

## 7. GOVERNING LAW

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS LETTER AGREEMENT.

## 8. COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

Spirit Airlines - A320 Family Aircraft  
Amendment 7 - EXECUTION

LA1-4  
**PRIVILEGED AND CONFIDENTIAL**

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: Senior Vice President Contracts

Accepted and Agreed

SPIRIT AIRLINES, INC.

By: /s/ David Lancelot  
Its: SVP & CFO

Spirit Airlines - A320 Family Aircraft  
Amendment 7 - EXECUTION

LA1-5  
**PRIVILEGED AND CONFIDENTIAL**

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**AMENDMENT NO. 8**  
**TO**  
**THE A320 FAMILY PURCHASE AGREEMENT**  
**Dated as of May 5, 2004**  
**BETWEEN AVSA S.A.R.L.**  
**AND**  
**SPIRIT AIRLINES, INC.**

This Amendment No. 8 to the A320 Family Purchase Agreement dated as of May 5, 2004 (hereinafter referred to as the "**Amendment**") is entered into as of February 4, 2008 by and between AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.), organized and existing under the laws of the Republic of France, having its registered office located at 1, Rond Point Maurice Bellonte, 31700 Blagnac, France (hereinafter referred to as the "**Seller**") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (hereinafter referred to as the "**Buyer**").

WHEREAS, the Buyer and AVSA S.A.R.L have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, relating to the sale by the Seller and the purchase by the Buyer of certain firmly ordered Airbus A319-100 and A321-200 model aircraft (the "**Aircraft**"), which, together with all Exhibits, Appendices, Letter Agreements attached thereto and as amended by Amendment No. 1 dated as of December 21, 2004, Amendment No. 2 dated as of April 15, 2005, Amendment No. 3 dated as of June 30, 2005, Amendment No. 4 dated as of October 27, 2006, Amendment No. 5 dated as of March 5, 2007, Amendment No. 6 dated as of March 27, 2007, Amendment No. 7 dated as of June 26, 2007, is hereinafter called the "**Agreement**".

WHEREAS, the Buyer and the Seller wish to amend certain terms of the Agreement as set forth herein.

NOW, THEREFORE IT IS AGREED AS FOLLOWS:

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

Spirit Airlines - A320 Family  
Amendment 8

<sup>1</sup>  
**PRIVILEGED AND CONFIDENTIAL**

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**1. NEW BASE PRICE OF THE PROPULSION SYSTEMS**

Clauses 3.1.1.3.1, 3.1.1.3.2 and 3.1.1.3.3 of the Agreement are deleted in their entirety and replaced with the following quoted text:

QUOTE

3.1.1.3.1

A319 Propulsion Systems

The Base Price of the IAE V2524-A5 Propulsion Systems, at delivery conditions prevailing in January 2006, is:

[\*\*\*]

Said Base Price has been calculated from the Reference Price for the A319 Propulsion Systems indicated by International Aero Engines of [\*\*\*] in accordance with delivery conditions prevailing in January 2006.

### 3.1.1.3.2 A320 Propulsion Systems

The Base Price of the IAE V2527-A5 Propulsion Systems, at delivery conditions prevailing in January 2006, is:

[\*\*\*]

Said Base Price has been calculated from the Reference Price for the A320 Propulsion Systems indicated by International Aero Engines of [\*\*\*] in accordance with delivery conditions prevailing in January 2006.

### 3.1.1.3.3 A321 Propulsion Systems

The Base Price of the IAE V2533-A5 Propulsion Systems for the A321 Aircraft, at delivery conditions prevailing in January 2006, is:

[\*\*\*]

Said Base Price has been calculated from the Reference Price for the A321 Propulsion Systems indicated by International Aero Engines of [\*\*\*] in accordance with delivery conditions prevailing in January 2006.

## UNQUOTE

## 2. PRICE REVISION

Exhibit H-1 to the Agreement, Propulsion Systems Price Revision Formula, is deleted and replaced by the Exhibit H-2, Propulsion Systems Price Revision Formula annexed hereto.

## 2. EFFECT OF THE AMENDMENT

## Spirit Airlines - A320 Family Amendment 8

2  
**PRIVILEGED AND CONFIDENTIAL**

This Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.

The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. Both parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

### 3. CONFIDENTIALITY

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Amendment strictly confidential, except as required by applicable law or pursuant to legal process. The Seller and the Buyer will consult prior to any public disclosure regarding this Amendment and will mutually agree on any such disclosure; *provided, however,* that following execution of this Amendment, the Buyer may make such disclosure thereof as may be required by law or governmental orders, rules or regulations.

#### 4. GOVERNING LAW

THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**5. COUNTERPARTS**

This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

Spirit Airlines - A320 Family  
Amendment 8

3

**PRIVILEGED AND CONFIDENTIAL**

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

SPIRIT AIRLINES, INC.

AIRBUS S.A.S.

By: /s/ David Lancelot  
Its: Sr. Vice President & CFO

By: /s/Christophe Mourey  
Its: Senior Vice President Contracts

Spirit Airlines - A320 Family  
Amendment 8

4

**PRIVILEGED AND CONFIDENTIAL**

**EXHIBIT H-2**

**PROPELLION SYSTEMS PRICE REVISION FORMULA**  
**INTERNATIONAL AERO ENGINES**

**1 REFERENCE PRICE**

The Reference Price of a set of two (2) INTERNATIONAL AERO ENGINES V2524-A5, V2527-A5 and V2533-A5 engines are as quoted in Clause 3.1.1.3 of the Agreement, as may be amended from time to time.

This Reference Price is subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics, and in accordance with the provisions of Paragraphs 4 and 5 of this Exhibit H-2.

**2 REFERENCE PERIOD**

The Reference Prices have been established in accordance with the average economic conditions prevailing [\*\*\*], as defined, according to International Aero Engines by the ECIb and ICb index values indicated in Paragraph 4 of this Exhibit H-2.

**3 INDEXES**

Labor Index: "Employment Cost Index Wages and Salaries for Workers in Aerospace Manufacturing" (ECI 336411W, series ID: CIU2023211000000I not seasonally adjusted) hereinafter referred to as "ECI," published quarterly by the US Department of Labor, Bureau of Labor Statistics (<http://data.bls.gov> [\*\*\*]): Employment Cost Indexes for Wages and Salaries for private industry workers by industry and occupational group, or such other name that may be from time to time used for the publication title and/or table.

The quarterly value of CIU2023211000000I will apply to each month of a given quarter.

Material Index: "Producer Price Index, Industrial Commodities" (series ID: WPU03thru15, not seasonally adjusted) hereinafter referred to as "IC," as published in "PPI Commodity Detailed Report" by the US

Department of Labor, Bureau of Labor Statistics (<http://data.bls.gov>, base year 1982 =100) or such other name that may be from time to time used for the publication title and/or table.

**4 REVISION FORMULA**

[\*\*\*]

In determining the revised Reference Price, ECIn and ICn shall be calculated to the nearest tenth (1 decimal). Each quotient [\*\*\*] (4 decimals).

Spirit Airlines - A320 Family  
Amendment 8

Exh. H-2

Page 1/3

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**EXHIBIT H-2**

**PROPELLION SYSTEMS PRICE REVISION FORMULA**  
**INTERNATIONAL AERO ENGINES**

If the next succeeding place is five (5) or more the preceding decimal place shall be raised to the next higher figure.

After final computation Pn shall be rounded to the nearest whole number (0.5 rounds to 1)

**5. GENERAL PROVISIONS**

5.1 The Reference Price as revised as of the Delivery Date of the Aircraft shall be the final price and shall not be subject to any further adjustments in the indexes.

If no final index values are available for any of the applicable months, the then published preliminary figures shall be the basis on which the revised Reference Price shall be computed.

5.2 If the US Department of Labor substantially revises the methodology of calculation or discontinues any of the indexes referred to hereabove, the Seller shall reflect the substitute for the revised or discontinued index selected by International Aero Engines, such substitute index to lead in application to the same adjustment result, insofar as possible, as would have been achieved by continuing the use of the original index as it may have fluctuated had it not been revised or discontinued.

Appropriate revision of the formula shall be made to accomplish this result.

5.3 Should the above escalation provisions become null and void by action of the US Government, the price shall be adjusted due to increases in the costs of labor and material which have occurred from the period represented by the applicable Reference Price Indexes [\*\*\*]

5.4 Should the revised Reference Price be lower than the Reference Price, the final price shall be computed with the Reference Price.

Spirit Airlines - A320 Family  
Amendment 8

Exh. H-2

Page 2/3

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**AMENDMENT NO. 9**

**TO**

**THE A320 FAMILY PURCHASE AGREEMENT**

**Dated as of May 5, 2004**

**BETWEEN AVSA S.A.R.L.**

**AND**

---

## SPIRIT AIRLINES, INC.

This Amendment No. 9 to the A320 Family Purchase Agreement dated as of May 5, 2004 (hereinafter referred to as the "**Amendment**"), is entered into as of June 24, 2008, by and between AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.), organized and existing under the laws of the Republic of France, having its registered office located at 1 Rond Point Maurice Bellonte, 31700 Blagnac, France (hereinafter referred to as the "**Seller**") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (hereinafter referred to as the "**Buyer**").

WHEREAS, the Buyer and AVSA S.A.R.L have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, relating to the sale by the Seller and the purchase by the Buyer of certain firmly ordered Airbus A319-100 and A321-200 model aircraft (the "**Aircraft**"), which, together with all Exhibits, Appendices, and Letter Agreements attached thereto and as amended by Amendment No. 1 dated as of December 21, 2004, Amendment No. 2 dated as of April 15, 2005, Amendment No. 3 dated as of June 30, 2005, Amendment No. 4 dated as of October 27, 2006, Amendment No. 5 dated as of March 5, 2007, Amendment No. 6 dated as of March 27, 2007, Amendment No. 7 dated as of June 26, 2007, and Amendment No. 8 dated as of February 4, 2008, is hereinafter called the "**Agreement**".

WHEREAS, the Buyer and the Seller wish to amend certain terms of the Agreement as set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

### 1. **CLAUSE 0 - DEFINITIONS**

Spirit Airlines - A320 Family  
Amendment 9

1 of 5  
**PRIVILEGED AND CONFIDENTIAL**

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The definition of "Firm Aircraft" is deleted and replaced with the following quoted text:

QUOTE

Firm Aircraft - [\*\*\*]

UNQUOTE

### 2. **CLAUSE 9 - DELIVERY**

The Buyer and the Seller have agreed to revise the Aircraft delivery schedule. Accordingly, Clause 9.1.1 of the Agreement is deleted and replaced with the following quoted text:

QUOTE

9.1.1      Subject to Clauses 2, 7, 8, 10 and 18, the Seller will have the Firm Aircraft Ready for Delivery at the Delivery Location within the following months (each a "**Scheduled Delivery Month**").

The Scheduled Delivery Months for the A319 Aircraft are as follows:

---

## Spirit Airlines - A320 Family Amendment 9

2 of 5

A319 Aircraft	Quantity of Aircraft	Month	Year	CAC ID No.
Total A319 Aircraft	24			

<b>A320 Aircraft</b>	<b>Quantity of Aircraft</b>	<b>Month</b>	<b>Year</b>	<b>CAC ID No.</b>
Conversion A320 Aircraft	1	[***]	[***]	[***]
Conversion A320 Aircraft	1	[***]	[***]	[***]
Conversion A320 Aircraft	1	[***]	[***]	[***]
Conversion A320 Aircraft	1	[***]	[***]	[***]
Conversion A320 Aircraft	1	[***]	[***]	[***]
Conversion A320 Aircraft	1	[***]	[***]	[***]
Conversion A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
<b>Total A320 Aircraft</b>	<b>20</b>			

UNQUOTE

Spirit Airlines - A320 Family  
Amendment 9

3 of 5  
**PRIVILEGED AND CONFIDENTIAL**

### **3. EFFECT OF THE AMENDMENT**

- 3.1 Subject to the provisions of Paragraph 3.2 below, the effective date of this Amendment (the "Effective Date") will be that date on which the last party hereto affixes its signature on the signature page below.
- 3.2 Notwithstanding the provisions of Paragraph 3.1 above, if a Termination Event under the Agreement occurs prior to the Effective Date, then this Amendment and the terms herein will be null and void.
- 3.3 This Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.



- 3.4 The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. Both parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

**4. CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Amendment strictly confidential, except as required by applicable law or pursuant to legal process. The Seller and the Buyer will consult prior to any public disclosure regarding this Amendment and will mutually agree on any such disclosure; *provided, however,* that following execution of this Amendment, the Buyer may make such disclosure thereof as may be required by law or governmental orders, rules or regulations.

**5. GOVERNING LAW**

- 5.1 THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.
-

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5.2 IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**6. COUNTERPARTS**

This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed will be an original, but all such counterparts will together

Spirit Airlines - A320 Family  
Amendment 9

4 of 5

**PRIVILEGED AND CONFIDENTIAL**

constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

Spirit Airlines - A320 Family  
Amendment 9

5 of 5

**PRIVILEGED AND CONFIDENTIAL**

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

SPIRIT AIRLINES, INC.

AIRBUS S.A.S.

By: /s/ David Lancelot  
Its: SVP & CFO

By: /s/ Chrisophe Mourey

Its: Senior Vice President Contracts

Spirit Airlines - A320 Family  
Amendment 9

6 of 5

**PRIVILEGED AND CONFIDENTIAL**

LETTER AGREEMENT NO. 1

TO

AMENDMENT NO. 9

As of June 24, 2008

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

**RE: MISCELLANEOUS PROVISIONS**

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer"), and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "Seller"), have entered into Amendment No. 9, dated as of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004 as amended from time to time (the "Agreement"), which Agreement covers among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 1 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

## **1 RETURN OF PREDELIVERY PAYMENTS**

### **1.1 Cash Predelivery Payments**

- [\*\*\*]  
1.2 Deferred Predelivery Payment

[\*\*\*]  
**2 ESCALATION PROTECTION**

### **2.1 Escalation Caps**

1

Spirit Airlines - A320 Family  
LA No. 1 to Amendment No. 9

**PRIVILEGED AND CONFIDENTIAL**

Paragraph 1 of Letter Agreement No. 2 to Amendment No. 4 to the Agreement is deleted in its entirety and replaced by the following quoted text:

QUOTE

### **1. ESCALATION CAPS**

#### **1.1 Additional A319 Firm Aircraft**

- [\*\*\*]  
1.2 A table setting forth the escalation factors derived from application of the Seller Price Revision Formula for each month between [\*\*\*] based on [\*\*\*] is provided, for illustrative purposes only, in Exhibit A attached hereto.

#### **1.3 Converted Additional A320 Aircraft and Converted Additional A321 Aircraft**

For each Converted Additional Aircraft, the Base Prices of the A320 Airframe and any and all applicable SCNs pursuant to Clause 3.1.1.2.2(i) and (ii) of the Agreement, respectively, and the amount of the credit memorandum set forth in Paragraph 3.2(i)(b) below, and the Base Prices of the A321 Airframe and any and all applicable SCNs pursuant to Clause 3.1.1.2.3(i) and (ii) of the Agreement, respectively, and the amount of the credit memorandum set forth in Paragraph 3.2(i)(c) below, and any other amounts that adjust in accordance with the Seller Price Revision Formula (collectively, the "RA<sub>A320/A321</sub>") will be revised from January 1, 2006 to the Delivery Date of each Converted Additional Aircraft in accordance with the Seller Price Revision Formula,  
[\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

1.4 A table setting forth the escalation factors derived from application of the Seller Price Revision Formula for each month between [\*\*\*] based on [\*\*\*] is provided, for illustrative purposes only, in Exhibit B attached hereto.

UNQUOTE

2.2 Other Escalation Support

Paragraph 5.1 of Letter Agreement No. 2 to Amendment No. 4 to the Agreement in respect of seven (7) A319 Film Aircraft and seven (7) Conversion A320 Aircraft and/or Conversion A321 Aircraft is deleted in its entirety and replaced by the following quoted text:

QUOTE

2

Spirit Airlines - A320 Family  
LA No. 1 to Amendment No. 9

**PRIVILEGED AND CONFIDENTIAL**

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5.1 [\*\*\*]

(i) [\*\*\*]

(ii) [\*\*\*]

[\*\*\*].

3 PDP FINANCING COMMITMENT

3.1 [\*\*\*]

3.2 [\*\*\*]

3.2.1 [\*\*\*]

3.2.2 [\*\*\*]

3.2.3 [\*\*\*]

3.2.4 The provisions of Paragraph 5 herein will apply to any Aircraft that may be converted into Conversion A320 Aircraft under this Paragraph 3.

4 CREDIT MEMORANDUM

[\*\*\*]

5 MTOW REDUCTION FOR A320 AIRCRAFT

[\*\*\*]

---

(i) [\*\*\*]

(ii) [\*\*\*]

[\*\*\*]

**6 OPERATION ON NARROW RUNWAYS**

On March 19, 2008, the Seller proposed to sell to the Buyer, via Letter Agreement No. NKS0802-01-01 A319 - GENERAL - OPERATION ON NARROW RUNWAYS, a Service Bulletin (the "Narrow Runway SB") to allow [\*\*\*] A319 model aircraft in the Buyer's fleet to operate on runways less than forty-five (45) meters wide (width included between thirty (30) meters and forty-five (45) meters). By the terms of such proposal, the proposal expired on April 28, 2008.

As further consideration for the Buyer's agreement to reschedule Aircraft deliveries pursuant to the Amendment, (i) the Seller agrees to provide the Narrow Runway SB to the Buyer [\*\*\*] A319 model aircraft listed in Exhibit C to this Letter Agreement, and (ii) as of the date hereof, [\*\*\*] SCNs will be deemed executed to provide for the Buyer's operation of the undelivered A319 Aircraft and A320 Aircraft, respectively, on runways less than forty-five (45) meters wide.

**7 LETTER AGREEMENT NO. 2 TO AMENDMENT NO. 4**

7.1 Paragraph 3.3.5 of Letter Agreement No. 2 to Amendment No. 4 to the Agreement is deleted and replaced by the following quoted text:

[\*\*\*]

UNQUOTE

7.2 Paragraphs 4.1 and 4.2 of Letter Agreement No. 2 to Amendment No. 4 to the Agreement are deleted in their entirety and replaced by the following quoted text:

QUOTE

4.1 [\*\*\*]

4.2. [\*\*\*]

UNQUOTE

**8 RESCISSON OF MAY 2008 NOTICE**

Contemporaneously with execution of the Amendment, the Seller agrees that the May 6, 2008, and the May 14, 2008, notices sent to the Buyer will be deemed rescinded. Such notices will be null and void and of no

further force or consequence. The Seller's rescission, however, does not waive any of its rights under the Agreement with respect to future breaches by the Buyer of any matter contained in the Agreement.

**9 CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Amendment strictly confidential, except as required by applicable law or pursuant to legal process. The Seller and the Buyer will consult prior to any public disclosure regarding this Amendment and mutually agree on such disclosure; *provided, however that*, following execution of this Amendment, the Buyer may make such disclosure thereof as may be required by law or governmental orders, rules or regulations.

**10 GOVERNING LAW**

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS LETTER AGREEMENT.

**11 COUNTERPARTS**

This Letter Agreement No. 1 to Amendment No. 9 may be executed by the parties hereto in separate counterparts, each of which when so executed will be an original, but all such counterparts will together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

5

Spirit Airlines - A320 Family  
LA No. 1 to Amendment No. 9

**PRIVILEGED AND CONFIDENTIAL**

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: Senior Vice President Contracts

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ David Lancelot

Its: SVP & CFO

6

Spirit Airlines - A320 Family  
LA No. 1 to Amendment No. 9

**PRIVILEGED AND CONFIDENTIAL**

**EXHIBIT A**

Annual Average Compound [\*\*\*] Per Year

<b>Delivery Month/Year</b>	<b>Escalation Factor</b>	<b>Delivery Month/Year</b>	<b>Escalation Factor</b>	<b>Delivery Month/Year</b>	<b>Escalation Factor</b>
January-2006	[***]	January-2010	[***]	January-2014	[***]
February-2006	[***]	February-2010	[***]	February-2014	[***]
March-2006	[***]	March-2010	[***]	March-2014	[***]
April-2006	[***]	April-2010	[***]	April-2014	[***]
May-2006	[***]	May-2010	[***]	May-2014	[***]
June-2006	[***]	June-2010	[***]	June-2014	[***]
July-2006	[***]	July-2010	[***]	July-2014	[***]
August-2006	[***]	August-2010	[***]	August-2014	[***]
September-2006	[***]	September-2010	[***]	September-2014	[***]
October-2006	[***]	October-2010	[***]	October-2014	[***]
November-2006	[***]	November-2010	[***]	November-2014	[***]
December-2006	[***]	December-2010	[***]	December-2014	[***]
January-2007	[***]	January-2011	[***]	January-2015	[***]
February-2007	[***]	February-2011	[***]	February-2015	[***]
March-2007	[***]	March-2011	[***]	March-2015	[***]
April-2007	[***]	April-2011	[***]	April-2015	[***]
May-2007	[***]	May-2011	[***]	May-2015	[***]
June-2007	[***]	June-2011	[***]	June-2015	[***]
July-2007	[***]	July-2011	[***]	July-2015	[***]
August-2007	[***]	August-2011	[***]	August-2015	[***]
September-2007	[***]	September-2011	[***]	September-2015	[***]
October-2007	[***]	October-2011	[***]	October-2015	[***]
November-2007	[***]	November-2011	[***]	November-2015	[***]
December-2007	[***]	December-2011	[***]	December-2015	[***]
January-2008	[***]	January-2012	[***]		
February-2008	[***]	February-2012	[***]		
March-2008	[***]	March-2012	[***]		
April-2008	[***]	April-2012	[***]		
May-2008	[***]	May-2012	[***]		
June-2008	[***]	June-2012	[***]		
July-2008	[***]	July-2012	[***]		
August-2008	[***]	August-2012	[***]		
September-2008	[***]	September-2012	[***]		
October-2008	[***]	October-2012	[***]		

November-2008	[***]	November-2012	[***]
December-2008	[***]	December-2012	[***]
January-2009	[***]	January-2013	[***]
February-2009	[***]	February-2013	[***]
March-2009	[***]	March-2013	[***]
April-2009	[***]	April-2013	[***]
May-2009	[***]	May-2013	[***]
June-2009	[***]	June-2013	[***]
July-2009	[***]	July-2013	[***]
August-2009	[***]	August-2013	[***]
September-2009	[***]	September-2013	[***]
October-2009	[***]	October-2013	[***]
November-2009	[***]	November-2013	[***]
December-2009	[***]	December-2013	[***]

## EXHIBIT B

Annual Average Compound [\*\*\*] Per Year

Delivery Month/Year	Escalation Factor	Delivery Month/Year	Escalation Factor	Delivery Month/Year	Escalation Factor
January-2006	[***]	January-2010	[***]	January-2014	[***]
February-2006	[***]	February-2010	[***]	February-2014	[***]
March-2006	[***]	March-2010	[***]	March-2014	[***]
April-2006	[***]	April-2010	[***]	April-2014	[***]
May-2006	[***]	May-2010	[***]	May-2014	[***]
June-2006	[***]	June-2010	[***]	June-2014	[***]
July-2006	[***]	July-2010	[***]	July-2014	[***]
August-2006	[***]	August-2010	[***]	August-2014	[***]
September-2006	[***]	September-2010	[***]	September-2014	[***]
October-2006	[***]	October-2010	[***]	October-2014	[***]
November-2006	[***]	November-2010	[***]	November-2014	[***]
December-2006	[***]	December-2010	[***]	December-2014	[***]
January-2007	[***]	January-2011	[***]	January-2015	[***]

February-2007	[***]	February-2011	[***]	February-2015	[***]
March-2007	[***]	March-2011	[***]	March-2015	[***]
April-2007	[***]	April-2011	[***]	April-2015	[***]
May-2007	[***]	May-2011	[***]	May-2015	[***]
June-2007	[***]	June-2011	[***]	June-2015	[***]
July-2007	[***]	July-2011	[***]	July-2015	[***]
August-2007	[***]	August-2011	[***]	August-2015	[***]
September-2007	[***]	September-2011	[***]	September-2015	[***]
October-2007	[***]	October-2011	[***]	October-2015	[***]
November-2007	[***]	November 2011	[***]	November-2015	[***]
December-2007	[***]	December-2011	[***]	December-2015	[***]
January-2008	[***]	January-2012	[***]		
February-2008	[***]	February-2012	[***]		
March-2008	[***]	March-2012	[***]		
April-2008	[***]	April-2012	[***]		
May-2008	[***]	May-2012	[***]		
June-2008	[***]	June-2012	[***]		
July-2008	[***]	July-2012	[***]		
August-2008	[***]	August-2012	[***]		
September-2008	[***]	September-2012	[***]		
October-2008	[***]	October-2012	[***]		
November-2008	[***]	November-2012	[***]		
December-2008	[***]	December-2012	[***]		
January-2009	[***]	January-2013	[***]		
February-2009	[***]	February-2013	[***]		
March-2009	[***]	March-2013	[***]		
April-2009	[***]	April-2013	[***]		
May-2009	[***]	May-2013	[***]		
June-2009	[***]	June-2013	[***]		
July-2009	[***]	July-2013	[***]		
August-2009	[***]	August-2013	[***]		
September-2009	[***]	September-2013	[***]		
October-2009	[***]	October-2013	[***]		
November-2009	[***]	November-2013	[***]		
December-2009	[***]	December-2013	[***]		

Spirit Airlines - A320 Family  
LA No. 1 to Amendment No. 9

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**EXHIBIT C**

**APPLICABLE AIRCRAFT FOR NARROW RUNWAY SB**

MSN  
[\*\*\*]

Model  
[\*\*\*]

Spirit Airlines - A320 Family  
LA No. 1 to Amendment No. 9

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**AMENDMENT NO. 10**

**TO**

**THE A320 FAMILY PURCHASE AGREEMENT**

**Dated as of May 5, 2004**

**BETWEEN AVSA S.A.R.L.**

**AND**

**SPIRIT AIRLINES, INC.**

This Amendment No. 10 to the A320 Family Purchase Agreement dated as of May 5, 2004 (hereinafter referred to as the "**Amendment**"), is entered into as of July 17, 2009, by and between AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.), organized and existing under the laws of the Republic of France, having its registered office located at 1, Rond Point Maurice Bellonte, 31700 Blagnac, France (hereinafter referred to as the "**Seller**") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (hereinafter referred to as the "**Buyer**").

WHEREAS, the Buyer and AVSA S.A.R.L have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, relating to the sale by the Seller and the purchase by the Buyer of certain firmly ordered Airbus A319-100 and A321-200 model aircraft (the "**Aircraft**"), which, together with all Exhibits, Appendices, and Letter Agreements attached thereto and as amended by Amendment No. 1 dated as of December 21, 2004, Amendment No. 2 dated as of April 15, 2005, Amendment No. 3 dated as of June 30, 2005, Amendment No. 4 dated as of October 27, 2006, Amendment No. 5 dated as of March 5, 2007, Amendment No. 6 dated as of March 27, 2007, Amendment No. 7 dated as of June 26, 2007, Amendment No. 8 dated as of February 4, 2008, and Amendment No. 9 dated as of June 24, 2008, is hereinafter called the "**Agreement**".

WHEREAS, the Buyer has agreed to lease [\*\*\*] Airbus A320 aircraft from a third party (henceforth referred to as the "**Leasing Company**").

WHEREAS, the Buyer has requested, and, contingent on the Buyer's entering into such lease with the Leasing Company, the Seller has agreed, that the Buyer will have no obligation to take delivery of [\*\*\*] Conversion A320 Aircraft.

WHEREAS, the Buyer wishes to exercise its right to convert [\*\*\*] Additional Firm A319 Aircraft to Converted Additional A320 Aircraft.

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WHEREAS, the Leasing Company and the Seller will enter into a separate agreement under which the Seller will sell to the Leasing Company and the Leasing Company will purchase from the Seller [\*\*\*] firmly ordered Airbus A320 aircraft.

WHEREAS, the Buyer and the Seller wish to amend certain other terms of the Agreement to reflect the foregoing.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

1 - **CANCELLATION OF CONVERSION A320 AIRCRAFT**

The Buyer and the Seller hereby agree to cancel the Buyer's order for the [\*\*\*] Conversion A320 Aircraft listed below:

CAC ID No.	Scheduled Delivery Month
[***]	[***]

The foregoing Aircraft are henceforth referred to as the "**Cancelled Aircraft**."

2 - **CONVERSION OF A319 AIRCRAFT**

The parties hereby agree to irrevocably convert the [\*\*\*] Additional A319 Firm Aircraft [\*\*\*] into Converted Additional A320 Aircraft. Such Aircraft will be Ready for Delivery on the dates set forth in Clause 9.1.1 of the Agreement.

3 - **DELIVERY**

As a result of the matters set forth in Paragraphs 1 and 2 herein, Clause 9.1.1 of the Agreement is deleted and replaced with the following quoted text:

QUOTE

9.1.1     Subject to Clauses 2, 7, 8, 10 and 18, the Seller will have the Firm Aircraft Ready for Delivery at the Delivery Location within the following months (each a "**Scheduled Delivery Month**").

The Scheduled Delivery Months for the A319 Aircraft are as follows:

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<b>A319 Aircraft</b>	<b>Quantity</b>	<b>Month</b>	<b>Year</b>	<b>CAC ID No.</b>
A319 Firm Aircraft	1	October	2006	179484
A319 Firm Aircraft	1	October	2006	179485
A319 Firm Aircraft	1	November	2006	179486
A319 Firm Aircraft	1	November	2006	179487
A319 Firm Aircraft	1	December	2006	179488
A319 Firm Aircraft	1	February	2008	179493
A319 Firm Aircraft	1	February	2008	179494
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
Additional A319 Firm Aircraft	1	[***]	[***]	[***]
<b>Total A319 Aircraft</b>	<b>20</b>			

The Scheduled Delivery Months for the A320 Aircraft are as follows:

<b>A320 Aircraft</b>	<b>Quantity</b>	<b>Month</b>	<b>Year</b>	<b>CAC ID No.</b>
Conversion A320 Aircraft	1	[***]	[***]	[***]
Conversion A320 Aircraft	1	[***]	[***]	[***]
Conversion A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
Converted Additional A320 Aircraft	1	[***]	[***]	[***]
<b>Total A320 Aircraft</b>	<b>20</b>			

3 of 5

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Converted Additional A320 Aircraft	1	* ****	* ****	* ****
Converted Additional A320 Aircraft	1	* ****	* ****	* ****
Converted Additional A320 Aircraft	1	* ****	* ****	* ****
Converted Additional A320 Aircraft	1	* ****	* ****	* ****
<b>Total A320 Aircraft</b>	<b>20</b>			

UNQUOTE  
**4 - CONDITIONS PRECEDENT**

4.1 All of the following conditions precedent are to be met on or before July 31, 2009:

- (i) the Buyer and Seller will have (a) received approval of their respective Boards of Directors to enter into this Amendment and (b) executed this Amendment,
- (ii) no event will have occurred and be continuing which constitutes a Buyer Termination Event under the Agreement,
- (iii) the Seller will have received from the Buyer any Predelivery Payments that are due and payable upon execution of this Amendment,



- (iv) the Buyer and the Leasing Company will have entered into a legally binding and enforceable agreement under which the Buyer will lease [\*\*\*] new A320 aircraft from the Leasing Company and all such aircraft will be scheduled for delivery from the Leasing Company to the Buyer by the end of the second calendar quarter of 2010, and
  - (v) (a) the Seller and the Leasing Company will have executed a legally binding and enforceable agreement under which the Seller will sell to the Leasing Company and the Leasing Company will purchase from the Seller [\*\*\*] firmly ordered A320 aircraft and (b) the Seller will have received from the Leasing Company any payments that are due and payable upon execution of such agreement.
- 4.2 If any of the above conditions precedent are not met on or before July 31, 2009, then this Amendment and the terms herein will be null and void with immediate effect and the Agreement will remain in full and force and effect as if this Amendment had not been signed by the parties hereto.

#### **5 - EFFECT OF THE AMENDMENT**

- 5.1 This Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.

4 of 5

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#### **PRIVILEGED AND CONFIDENTIAL**

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- 5.2 The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. Both parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

#### **6 - CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Amendment strictly confidential, except as required by applicable law or pursuant to legal process. The Seller and the Buyer will consult prior to any public disclosure regarding this Amendment and will mutually agree on any such disclosure; *provided, however,* that following execution of this Amendment, the Buyer may make such disclosure thereof as may be required by law or governmental orders, rules or regulations.

#### **7 - GOVERNING LAW**

- 7.1 THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.
- 7.2 IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

#### **8 - COUNTERPARTS**

This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed will be an original, but all such counterparts will together constitute one and the same instrument.

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Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

SPIRIT AIRLINES, INC.

AIRBUS S.A.S.

By: /s/ David Lancelot

By: /s/ Christophe Mourey

Its: SVP & CFO

Its: Senior Vice President Contracts

5 of 5

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LETTER AGREEMENT NO. 1

TO

AMENDMENT NO. 10

As of July 17<sup>th</sup>, 2009

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: MISCELLANEOUS PROVISIONS

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer"), and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "Seller"), have entered into Amendment No. 10, dated as of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004 as amended from time to time (the "Agreement"), which Agreement covers among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 1 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

Page 1

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**PRIVILEGED AND CONFIDENTIAL**

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**1- PREDELIVERY PAYMENTS**

**1.1 Converted Additional A319 Aircraft**

Pursuant to Paragraph 3.2 of Letter Agreement No. 4 to the Agreement, upon the Buyer exercising a conversion right, the Buyer will pay to the Seller the incremental Predelivery Payments resulting from the difference in Predelivery Payment Reference Price of an A319 Aircraft and a Conversion A320 Aircraft.

As a consequence of the parties agreement, pursuant to Paragraph 2 of the Amendment, to convert [\*\*\*] Additional A319 Aircraft to Converted Additional A320 Aircraft, the Buyer will pay the Seller an incremental Predelivery Payment in the total amount of [\*\*\*] (the "Incremental PDP"). The Incremental PDP will be credited in the amount of [\*\*\*] to the Predelivery Payments due for each of the Converted Additional A320 Aircraft [\*\*\*]. Payment of the Incremental PDP will be as set forth in Paragraph 1.2.2(ii) of this Letter Agreement.

1.2 Predelivery Payments for Cancelled Aircraft

1.2.1 The Seller acknowledges receipt from the Buyer of [\*\*\*] (the "Prior Payments") in respect of the Initial Payment and Predelivery Payments made in respect of the Cancelled Aircraft.

1.2.2 The Seller and the Buyer agree that the Prior Payments will be disposed of as follows:

(i) [\*\*\*]

(ii) [\*\*\*]

(iii) [\*\*\*]

(iv) [\*\*\*]

**2- CREDIT MEMORANDUMS**

2.1 Letter Agreement No. 1 to Amendment No. 9

As a result of (a) the passage of time which has rendered Paragraph 3 of Letter Agreement No. 1 to Amendment No. 9 to the Agreement no longer valid and (b) the parties agreement to cancel the Buyer's order for the Cancelled Aircraft and convert [\*\*\*] Additional A319 Firm Aircraft to Converted Additional A320 Aircraft pursuant to this Amendment, Paragraphs 4.1 and 4.2 of Letter Agreement No. 1 to Amendment No. 9 are deleted and replaced by the following quoted text:

QUOTE

Page 2

PRIVILEGED AND CONFIDENTIAL

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4.1 [\*\*\*].

4.2 [\*\*\*]

UNQUOTE

2.2 Letter Agreement No. 2 to Amendment No. 4

2.2.1 Advanced A319/A321 Credit Memorandum

[\*\*\*]

2.2.2 A320 Family Price Harmonization Credit Memorandum

As a consequence of the Buyer's cancellation of its order for the Cancelled Aircraft, Paragraph 4 of Letter Agreement No. 2 to Amendment No. 4 to the Agreement (as amended by Paragraph 2 of Letter Agreement No. 1 to Amendment No. 7 and Paragraph Number 7.2 of Letter Agreement No. 1 to Amendment No. 9 to the Agreement) is deleted and replaced by the following quoted text:

QUOTE

---

4.1 [\*\*\*]

4.2. [\*\*\*]

4.3 Intentionally Left Blank

4.4 [\*\*\*]

UNQUOTE

**3- RESCISSON OF MAY 2009 NOTICE**

Contemporaneously with the effectivity of the Amendment, the Seller agrees that the May 13, 2009, notice sent to the Buyer will be deemed rescinded. Such notice will be null and void and of no further force or consequence. The Seller's rescission, however, does not waive any of its rights under the Agreement with respect to future breaches by the Buyer of any matter contained in the Agreement.

**4- CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Amendment strictly confidential, except as required by applicable law or pursuant to legal process. The Seller and the Buyer will consult prior to any public disclosure regarding this Amendment and mutually agree on such disclosure; *provided, however that*, following execution of this Amendment, the Buyer may make such disclosure thereof as may be required by law or governmental orders, rules or regulations.

Page 3

**PRIVILEGED AND CONFIDENTIAL**

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**5- GOVERNING LAW**

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS LETTER AGREEMENT.

**6- COUNTERPARTS**

This Letter Agreement No. 1 to Amendment No. 10 may be executed by the parties hereto in separate counterparts, each of which when so executed will be an original, but all such counterparts will together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

Page 4

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: Senior Vice President Contracts

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Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ David Lancelot

Its: SVP & CFO

Page 5

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**LETTER AGREEMENT NO. 1**

As of May , 2004

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

Re: SPARE PARTS PROCUREMENT

Ladies and Gentlemen,

Spirit Airlines, Inc. (the "Buyer"), and AVSA, S.A.R.L. (the "Seller"), have entered into an Airbus A320 Family Purchase Agreement dated as of even date herewith (the "Agreement"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 1 ("Letter Agreement 1") certain additional terms and conditions regarding the sale of the Aircraft. For the purposes of this Letter Agreement 1 only, references herein to Aircraft shall be deemed to include Leased Aircraft within the meaning of Letter Agreement No.8 to the Agreement. Capitalized terms used herein and not otherwise defined in this Letter Agreement 1 will have the meanings assigned thereto in the Agreement. Technical and trade items used but not defined herein or in the Agreement will be defined as generally accepted in the airline and/or aircraft manufacturing industries. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement 1.

Both parties agree that this Letter Agreement 1 will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement 1 will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement 1 have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement 1 will govern.

Spirit Airlines - A320 Family Aircraft

LA1-1

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CONTENTS

PARAGRAPHS

1 - GENERAL

2 - INITIAL PROVISIONING

3 - STORES

4 - DELIVERY

5 - PRICE

6 - PAYMENT PROCEDURES AND CONDITIONS

---

7 - TITLE

8 - PACKAGING

9 - DATA RETRIEVAL

10 - BUY-BACK

11 - WARRANTIES

12 - LEASING

13 - TERMINATION

14 - ASSIGNMENT

Spirit Airlines - A320 Family Aircraft

LA1-2

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## 1. GENERAL

The services offered by the Seller to the Buyer ("Material Support") in respect of the Aircraft spare parts listed below in Paragraphs 1.1(a) through 1.1(f) ("Material") will be furnished to the Buyer pursuant to this Letter Agreement 1.

### 1.1 Material

The Material will comprise:

- (a) Seller Parts (defined as industrial proprietary components, equipment, accessories or parts of the Manufacturer manufactured to the detailed design of the Manufacturer or a subcontractor of it and bearing official part numbers of the Manufacturer or material for which the Seller has exclusive sales rights in the United States).
- (b) Supplier Parts classified as Repairable Line Maintenance Parts in accordance with SPEC 2000.
- (c) Supplier Parts classified as Expendable Line Maintenance Parts in accordance with SPEC 2000.
- (d) Ground Support Equipment (GSE) and Specific (To-Type) tools.
- (e) Hardware and standard material.
- (f) Consumables and raw material as a package.

It is expressly understood that Seller Parts will not include parts manufactured pursuant to a parts manufacturing authority.

Material covered under Paragraphs 1.1(e) and 1.1(f) is available only as a package when supplied as part of the initial provisioning of Material.

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1.2 Scope of Material Support

1.2.1 The Material Support to be provided by the Seller hereunder covers the following:

- (a) The terms pursuant to which the Material shall be purchased by the Buyer from the Seller during the Initial Provisioning Period (defined below in Paragraph 2) the "Initial Provisioning"), and

Spirit Airlines - A320 Family Aircraft

LA1-3

- (b) the terms pursuant to which the Material shall be purchased by Buyer after the Initial Provisioning Period; and
- (c) the terms under which Seller shall lease certain Seller Parts to Buyer for Buyer's use on its Aircraft in commercial air transport service as set forth in Paragraph 12 of this Letter Agreement 1.

1.2.2 Propulsion Systems, including associated parts and spare parts therefore, are not covered under this Letter Agreement 1 and will be the subject of separate direct negotiations and agreements between the Buyer and the relevant Propulsion Systems manufacturer(s).

1.2.3 During a period commencing on the date hereof and continuing for as long as at least five (5) aircraft of the type of the Aircraft are operated in commercial air transport service (the "Term"), the Seller will maintain or cause to be maintained such stock of Seller Parts as the Seller deems reasonable and will make these available to Buyer for purchase or lease so as to permit Buyer to meet its needs for the maintenance of the Aircraft within its fleet. Such Seller Parts will be sold and delivered in accordance with Paragraphs 4 and 5 of this Letter Agreement 1, upon receipt of the Buyer's orders.

In addition to the foregoing, the Seller will use reasonable efforts to cause all Suppliers of parts that are originally installed on the Aircraft and not manufactured by the Seller to provide similar services to those set forth in this Letter Agreement 1 with respect to Seller Parts.

1.3 Purchase Source of Material

Seller hereby agrees to sell to Buyer (or cause its designee Airbus North America Customer Services, Inc. ("ANACS") to sell to Buyer) on the terms and conditions set forth in this Letter Agreement 1, such Seller Parts as the Buyer may require from time to time during the Term. Nothing herein shall in any way however, be construed as a limitation on Buyer's right to purchase any, Seller Part from other operators using the same Aircraft, or from purchasing items equivalent to Seller Parts from said operators or from distributors. In addition to the foregoing,

Spirit Airlines - A320 Family Aircraft

LA1-4

Nothing herein shall be construed as a limitation on any right of Buyer pursuant to Paragraph 1.4 below.

1.4 Manufacture of Material by the Buyer

1.4.1 [\*\*\*]

(a) [\*\*\*]

(b) [\*\*\*]

(c) [\*\*\*]

(d) [\*\*\*]

1.4.2 [\*\*\*]

1.4.3 [\*\*\*]

Spirit Airlines - A320 Family Aircraft

LA1-5

## 2. INITIAL PROVISIONING

The period up to and including the ninetieth (90th) day after delivery of the last Aircraft will hereinafter be referred to as the Initial Provisioning Period. Material, which is delivered during the Initial Provisioning Period, shall be referred to as "Initial Provisioning Material."

### 2.1 Seller-Supplied Data

The Seller will prepare and supply to the Buyer the following data:

#### 2.1.1 Initial Provisioning Data - Seller

The Seller will provide the Buyer initial provisioning data provided for in Chapter 1 of ATA 2000 (A319), Chapter 1 Chapter 2B of ATA 200 Revision 23 (A320), Chapter 1 of ATA 2000 (A321) ("Initial Provisioning Data") in a form, format and within a time period to be mutually agreed upon.

A free of charge revision service will be effected every ninety (90) days, up to the end of the Initial Provisioning Period.

The Seller will ensure that Initial Provisioning Data are released to the Buyer in time to allow the necessary evaluation time by the Buyer and the on-time delivery of ordered Material.

#### 2.1.2 Supplementary Data

The Seller will provide the Buyer with Local Manufacture Tables (X-File), as part of the Illustrated Parts Catalog (Additional Cross-Reference Tables), which will be a part of the Initial Provisioning Data Package.

#### 2.1.3 Data for Standard Hardware

The Initial Provisioning Data provided to the Buyer shall include data for hardware and standard material.

### 2.2 Supplier-Supplied Data

#### 2.2.1 General

Suppliers will prepare and issue T-files in the English language for those Supplier Components for which the Buyer has elected to receive data.

Spirit Airlines - A320 Family Aircraft

LA1-6

Said data (initial issue and revisions) will be transmitted to the Buyer through the Suppliers and/or the Seller. The Seller will not be responsible for the substance of such data.

The Seller will exert its reasonable efforts to supply Initial Provisioning Data to the Buyer in time to allow the necessary evaluations by the Buyer and on-time deliveries.

#### 2.2.2 Initial Provisioning Data - Supplier

Initial Provisioning Data for Supplier products provided for in Chapter 1 of ATA 2000 (A319) Chapter 2B of ATA 200 Revision 23 (A320) Chapter 1 of ATA 2000 (A321) will be furnished as mutually agreed upon during a Preprovisioning Meeting (defined below), with free of charge revision service assured up to the end of the Initial Provisioning Period, or until it reflects the configuration of the delivered Aircraft.

#### 2.3 Preprovisioning Meeting

2.3.1 The Seller will organize a meeting (i) at its Material Support Center in Hamburg, Germany ("MSC"), (ii) at ANACS or (iii) at a place to be mutually agreed, in order to formulate an acceptable schedule and working procedure to accomplish the Initial Provisioning of Material (the "Preprovisioning Meeting").

2.3.2 The date of the Preprovisioning Meeting will be mutually agreed upon, but will take place, as soon as possible following execution of the Agreement.

2.4 Initial Provisioning Training

The Seller will furnish, at the Buyer's request and at no charge to the Buyer, training courses related to the Seller's provisioning documents, purchase order administration and handling at MSC. The areas covered in these training courses are (i) familiarization of the Buyer with the provisioning; (ii) explanation of the technical function as well as the necessary technical and commercial Initial Provisioning Data; and (iii) familiarization with the Seller's purchase order administration system.

Spirit Airlines - A320 Family Aircraft

LA1-7

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2.5 Initial Provisioning Conference

The Seller will organize an Initial Provisioning conference at MSC or ANACS that will include participation of major Suppliers, as agreed upon during the Preprovisioning Meeting (the "Initial Provisioning Conference").

Such Initial Provisioning Conference will take place no earlier than eight (8) weeks after Manufacturer Serial Number (MSN) allocation, Buyer Furnished Equipment (BFE) selection or Customer Definition Freeze (CDF), whichever last occurs.

2.6 Initial Provisioning Data Compliance

2.6.1 Initial Provisioning Data generated by the Seller and supplied to the Buyer will comply with the latest configuration of the Aircraft to which such data relate, as known three (3) months before the data are issued. Said data will enable the Buyer to order Material conforming to its Aircraft as required for maintenance and overhaul.

This provision will not cover Buyer modifications unknown to the Seller, or modifications not agreed to or designed by the Seller.

2.6.2 During the Initial Provisioning Period, Material will conform with the latest configuration standard of the affected Aircraft and with the Initial Provisioning Data transmitted by the Seller. Should the Seller default in this obligation, it will immediately replace such parts and/or authorize return shipment at no transportation cost to the Buyer. The Seller, in addition, will use its reasonable efforts to cause Suppliers to provide a similar service for their items.

2.7 Delivery of Initial Provisioning Material

2.7.1 To support the operation of the Aircraft, the Seller will use its reasonable efforts to deliver Initial Provisioning Material in Paragraph 1.1(a) of this Letter Agreement 1 according to the following schedule, provided orders therefor are received by the Seller in accordance with published lead time:

[\*\*\*]

Spirit Airlines - A320 Family Aircraft

LA1-8

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(a) [\*\*\*]

(b) [\*\*\*]

(c) [\*\*\*]

(d) [\*\*\*]

2.7.2 The Buyer, subject to the Seller's agreement, may cancel or modify Initial Provisioning orders placed with the Seller with no cancellation charge as follows:

(a) [\*\*\*]

(b) [\*\*\*]

(c) [\*\*\*]

2.7.3 Should the Buyer cancel or modify any orders for Material outside the time limits defined above in Paragraph 2.7.3, the Seller will have no liability for the Cancellation or modification, and the Buyer will reimburse the Seller for any direct cost incurred in connection therewith.

Spirit Airlines - A320 Family Aircraft

LA1-9

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2.7.4 All transportation costs for the return of Material under this Paragraph 2, including any insurance and customs duties applicable or other related expenditures, will be borne by the Buyer.

### 3. STORES

#### 3.1 ANACS Spares Center

The Seller has established and will maintain or cause to be maintained, as long as at least five (5) aircraft of the type of the Aircraft are operated by US airlines in commercial air transport service (the "US Term"), a US store located near Dulles International Airport, Washington, DC, known as the ANACS Spares Center - Washington ("ANACS Spares Center"). The ANACS Spares Center will be operated twenty-four (24) hours/day, seven (7) days/week, all year for the handling of AOG and critical orders for Seller Parts.

#### 3.2 Material Support Center, Germany

The Manufacturer has established and will maintain or cause to be maintained during the Term a store of Seller Parts at MSC. MSC will be operated twenty-four (24) hours per day, seven (7) days per week, and twelve months a year.

#### 3.3 Other Points of Shipment

The Seller reserves the right to effect deliveries from distribution centers other than the ANACS Spares Center or MSC and from any of the production facilities of the Associated Contractors; provided, however, that Seller shall not, without Buyer's prior written consent, affect a delivery from any distribution center other than the ANACS Spares Center or the MSC, where such choice may reasonably be expected to result in a delivery time in excess of what would have been the case had Seller shipped from either the ANACS Spares Center or the MSC.

Spirit Airlines - A320 Family Aircraft

LA1-10

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### 4. DELIVERY

#### 4.1 General

The Buyer's purchase orders will be administered in accordance with ATA Specification 2000 or as otherwise agreed by the parties.  
The provisions of Paragraph 4.2 of this Letter Agreement 1 do not apply to Initial Provisioning Data or Material as described in Paragraph 2 of this Letter Agreement 1.

4.2 Lead Times

- 4.2.1 In general, the lead times are (and, unless otherwise agreed, will at all times be) in accordance with the definition in the "World Airline and Suppliers Guide" (latest edition).
- 4.2.2 Material will be dispatched within the lead times quoted in the published Seller's price catalog for Material described in Paragraph 1.1(a), and within the Supplier's or supplier's lead time augmented by the Seller's own order and delivery processing time (such in-house processing time not to exceed fifteen (15) days) for Material described in Paragraphs 1.1(b) through 1.1(d).

4.2.3 Expedited Service

The Seller operates and shall, throughout the Term, continue to operate a twenty-four (24) hour-a-day, seven (7) day-a-week expedited service to supply such Seller Parts as are available in the Seller's stock, workshops and assembly line, including high-cost/long- lead-time items, to the international airport nearest the location of such items (the "Expedited Service").

The Expedited Service is operated in accordance with the "World Airlines and Suppliers Guide." Accordingly, the Seller will notify the Buyer of the action taken to affect the Expedited Service as follows:

- (a) four (4) hours after receipt of an AOG order,
- (b) twenty-four (24) hours after receipt of a critical order (imminent AOG or work stoppage),
- (c) seven (7) days after receipt of an expedited order from the Buyer.

Spirit Airlines - A320 Family Aircraft

LA1-11

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The Seller and its subcontractors will promptly deliver Seller Parts requested on an expedited basis against normal orders previously placed by the Buyer or upon requests by telephone or facsimile by the Buyer's representatives, such requests to be confirmed by the Buyer's subsequent order for such Seller Parts within a reasonable time.

4.3 Delivery Status

The Seller agrees to report to the Buyer the status of supplies against orders on a monthly basis or on a mutually agreed timeframe.

4.4 Excusable Delay

Clause 10.1 of the Agreement will apply to the services to be provided by Seller pursuant to this Letter Agreement 1.

4.5 Shortages, Overshipments, Nonconformance in Orders

- 4.5.1 Within thirty (30) days after receipt of Material delivered pursuant to a purchase order, the Buyer will advise the Seller of any alleged shortages or overshipments of units or kits, as applicable with respect to such purchase order and of all claimed nonconformance to specification of parts in such order inspected by the Buyer.

In the event that the Buyer has not reported such alleged shortages, overshipments or nonconformance within the above defined period, the Buyer will be deemed to have accepted the deliveries.

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4.5.2 In the event that the Buyer reports overshipments or nonconformance to the specifications within the period defined above in Paragraph 4.5.1, the Seller will, if such report is verified, promptly either replace the Material concerned or credit the Buyer for Material returned. In such case, transportation charges for the nonconforming or overshipments of parts will be borne by the Seller.

To the extent the same does not unduly interfere with Buyer's regularly scheduled operations, the Buyer shall use commercially reasonable efforts to minimize such costs by using its own airfreight system for transportation at no charge to the Seller.

Spirit Airlines - A320 Family Aircraft

LA1-12

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4.6 Cessation of Deliveries

The Seller reserves the right to stop or otherwise suspend deliveries if the Buyer fails to meet its obligations under Paragraphs 6 and 7 of this Letter Agreement 1.

5. **PRICE**

5.1 The Material prices will be:

5.1.1 Free Carrier as defined by the publication No. 560 of the International Chamber of Commerce published in January 2000 (FCA) ANACS Spares Center for deliveries from ANACS.

5.1.2 FCA place specified by the Seller for deliveries from other Seller or Supplier facilities.

5.2 Validity of Prices

5.2.1 [\*\*\*]

5.2.2 [\*\*\*]

• [\*\*\*]

• [\*\*\*]

• [\*\*\*]

5.2.3 [\*\*\*]

5.2.4 [\*\*\*]

5.2.5 [\*\*\*]

Spirit Airlines - A320 Family Aircraft

LA1-13

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6. **PAYMENT PROCEDURES AND CONDITIONS**

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6.1 Currency

Payment will be made in US dollars

6.2 Time and Means of Payment

Payment will be made by transfer of immediately available funds from the Buyer to the Seller within thirty (30) days from the date of invoice.

If the Buyer remits payment to the Seller by wire transfer of funds within ten (10) days from the date of Buyer's receipt of the invoice, the Buyer shall be entitled to a discount on the invoiced amount of one and one-half percent (1.5%).

6.3 Bank Accounts

The Buyer will make all payments hereunder in full without setoff, counterclaim, deduction or withholding of any kind to the accounts listed below, unless otherwise direct by the Seller:

(a) For wire transfers, in favor of Airbus North America Customer Services, Inc.:

[\*\*\*]

(b) For direct deposit (lockbox), in favor of Airbus North America Customer Services, Inc.:

[\*\*\*]

6.4 Taxes

[\*\*\*]

6.5 [\*\*\*]

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7. **TITLE**

Title and risk of loss to any Material purchased under this Letter Agreement 1 will pass to the Buyer at the time the material is shipped to the Buyer by Seller or Seller's designee.

8. **PACKAGING**

All material will be packaged in accordance with AT A 300 specification, Category III for consumable/expendable Material and Category II for rotables. Category I containers will be used if requested by the Buyer and the difference between Category I and Category II packaging costs will be paid by the Buyer together with payment for the respective Material.

9. **DATA RETREIVAL**

The Buyer undertakes to provide periodically to the Seller, as the Seller may reasonably request, during the Term, a quantitative list of the parts used for maintenance and overhaul of the Aircraft. The range and contents of this list will be established by mutual agreement between the Seller and the Buyer.

10. **BUY-BACK**

10.1 Buy-Back of Obsolete Material

[\*\*\*]

(a) [\*\*\*]

(b) [\*\*\*]

(c) [\*\*\*]

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10.2 Buy-Back of Surplus Material

10.2.1 [\*\*\*]

10.2.2 [\*\*\*]

10.2.3 [\*\*\*]

10.2.4 [\*\*\*]

10.3 [\*\*\*]

10.4 [\*\*\*]

[\*\*\*]

11.1 WARRANTIES ON SELLER PARTS

The Seller represents and warrants that the Manufacturer has provided to the Seller the following Warranty, Supplier Warranties and Interface Commitment with respect to Seller Parts, that are reproduced below between the words QUOTE and UNQUOTE and are subject to the terms, conditions, limitations and restrictions (including, but not limited to, the Exclusivity of Warranties and General Limitations of Liability and Duplicate Remedies provisions) as hereinafter set out, and that the same are in full force and effect and have not been amended. The Seller hereby assigns to the Buyer, and the Buyer hereby accepts, all of the Seller's rights and obligations as the "Buyer" under the said Warranty, Supplier Warranties and Interface Commitment, and the Seller subrogates the Buyer to all such rights and obligations in respect of the Seller Parts. The Seller hereby warrants to the Buyer that (i) it has all requisite authority to make the foregoing assignment to and to effect the foregoing subrogation in favor of the Buyer, (ii) such assignment and subrogation are effective to confer on the Buyer all of the foregoing rights and obligations of the Seller, and (iii) the Seller will not enter into any amendment of the provisions so assigned without the prior written consent of the Buyer.

It is understood that, in the provisions below between the words QUOTE and UNQUOTE, capitalized terms have the meanings assigned thereto in this Letter Agreement 1, except that (i) the term "Seller," which means the Manufacturer as between the Manufacturer and the Seller, also means the Manufacturer in this Letter Agreement 1, and (ii) the term "Buyer," which means the Seller as between the Manufacturer and the Seller, means the Buyer in this Letter Agreement 1.

QUOTE

11.1 WARRANTY11.1.1. Nature of Warranty

Subject to the limitations and conditions hereinafter provided, and except as provided in Paragraph 11.1.2, the Seller warrants to the Buyer that each Seller Part will at the time of Delivery to the Buyer be free from defects:

- (i) in material,

- (ii) in workmanship, including, without limitation, processes of manufacture, and
- (iii) in design (including, without limitation, selection of materials) having regard to the state of the art at the date of such design.

#### 11.1.2 Exceptions

The warranties set forth in Paragraph 11.1.1 will not apply to Buyer Furnished Equipment, Propulsion Systems, or to any component, accessory, equipment or part purchased by the Buyer that is not a Seller Part, provided, however, that any defect inherent in the Seller's design of the installation, considering the state of the art at the date of such design, that impairs the use of such items will constitute a defect in design for the purposes of this Paragraph 11.1 and be covered by the warranty set forth in Paragraph 11.1.1(iii).

#### 11.1.3 Warranty Periods

The warranties describe in Paragraphs 11.1.1 will be limited to those defects that become apparent within [\*\*\*] after installation of the Seller Part or forty-eight (48) months after delivery of the relevant Seller Part, whichever is earlier. (the "**Warranty Period**").

#### 11.1.4 Limitations of Warranty

The Buyer's remedy and the Seller's obligation and liability under Paragraphs 11.1 are limited to, at the Seller's expense and option, the repair, replacement or correction of, or the supply of modification kits rectifying the defect to any defective Seller Part.

#### 11.2 EXCLUSIVITY OF WARRANTIES

THIS PARAGRAPH 11 (INCLUDING ITS SUBPARTS) SETS FORTH THE EXCLUSIVE WARRANTIES, EXCLUSIVE LIABILITIES AND EXCLUSIVE OBLIGATIONS OF THE SELLER, AND THE EXCLUSIVE REMEDIES AVAILABLE TO THE BUYER, WHETHER UNDER THIS AGREEMENT OR

OTHERWISE, ARISING FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY KIND IN ANY SELLER PART DELIVERED BY THE SELLER UNDER THIS AGREEMENT.

THE BUYER RECOGNIZES THAT THE RIGHTS, WARRANTIES AND REMEDIES IN THIS PARAGRAPH 11 ARE ADEQUATE AND SUFFICIENT TO PROTECT THE BUYER FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY KIND IN THE SELLER PARTS SUPPLIED UNDER THIS AGREEMENT. THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS, GUARANTEES AND LIABILITIES OF THE SELLER AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST THE SELLER, WHETHER EXPRESS OR IMPLIED BY CONTRACT, TORT, OR STATUTORY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMITY OR DEFECT OR PROBLEM OF ANY KIND IN ANY SELLER PART DELIVERED BY THE SELLER UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO:

- (1) ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE;
  - (2) ANY IMPLIED OR EXPRESS WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
  - (3) ANY RIGHT, CLAIM OR REMEDY FOR BREACH OF CONTRACT;
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- (4) ANY RIGHT, CLAIM OR REMEDY FOR TORT, UNDER ANY THEORY OF LIABILITY, HOWEVER ALLEGED, INCLUDING, BUT NOT LIMITED TO, ACTIONS AND/OR CLAIMS FOR NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACTS, WILLFUL DISREGARD, IMPLIED WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY OR FAILURE TO WARN;
- (5) ANY RIGHT, CLAIM OR REMEDY ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER STATE OR FEDERAL STATUTE;
- (6) ANY RIGHT, CLAIM OR REMEDY ARISING UNDER ANY REGULATIONS OR STANDARDS IMPOSED BY ANY INTERNATIONAL, NATIONAL, STATE OR LOCAL STATUTE OR AGENCY;

Spirit Airlines - A320 Family Aircraft

LA1-19

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- (7) ANY RIGHT, CLAIM OR REMEDY TO RECOVER OR BE COMPENSATED FOR:
  - (a) LOSS OF USE OR REPLACEMENT OF ANY AIRCRAFT, OR PART PROVIDED UNDER THE AGREEMENT DUE TO A DEFECT, NONCONFORMITY OR OTHER PROBLEM IN ANY SELLER PART;
  - (b) LOSS OF, OR DAMAGE OF ANY KIND TO, ANY AIRCRAFT, COMPONENT, EQUIPMENT, ACCESSORY OR PART DUE TO A DEFECT, NONCONFORMITY OR OTHER PROBLEM IN ANY SELLER PART;
  - (c) LOSS OF PROFITS AND/OR REVENUES;
  - (d) ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE.

THE WARRANTIES PROVIDED BY THIS AGREEMENT WILL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THE SELLER AND THE BUYER. IN THE EVENT THAT ANY PROVISION OF THIS PARAGRAPH 11 SHOULD FOR ANY REASON BE HELD UNLAWFUL, OR OTHERWISE UNENFORCEABLE, THE REMAINDER OF THIS PARAGRAPH 11 WILL REMAIN IN FULL FORCE AND EFFECT.

FOR THE PURPOSE OF THIS PARAGRAPH 11.2, "SELLER" WILL BE UNDERSTOOD TO INCLUDE THE SELLER, ITS AFFILIATES, AND ASSOCIATED CONTRACTORS.

#### 11.3 DUPLICATE REMEDIES

The remedies provided to the Buyer under Paragraph 11 as to any part thereof are mutually exclusive and not cumulative. The Buyer will be entitled to the remedy that provides the maximum benefit to it, as the Buyer may elect, pursuant to the terms and conditions of this Paragraph 11 for any such particular defect for which

Spirit Airlines - A320 Family Aircraft

LA1-20

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remedies are provided under this Paragraph 11; provided, however, that the Buyer will not be entitled to elect a remedy under one part of this Paragraph 11 that constitutes a duplication of any remedy elected by it under any other part hereof for the same defect. The Buyer's rights and remedies herein for the nonperformance of any obligations or liabilities of the Seller arising under these warranties will be in monetary damages limited to the amount the Buyer expends in procuring a correction or replacement for any covered part subject to a defect or nonperformance covered by this Paragraph 11, and the Buyer will not have any right to require specific performance by the Seller.

UNQUOTE

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In consideration of the foregoing assignment and subrogation by the Seller in favor of the Buyer in respect of the Seller's rights against and obligations to the Manufacturer under the provisions quoted above, the Buyer hereby accepts such assignment and subrogation and agrees to be bound by all of the terms, conditions and limitations therein contained.

11.4 NEGOTIATED AGREEMENT

The Buyer and Seller agree that this Paragraph 11 has been the subject of discussion and negotiation and is fully understood by the parties, and that the price of the Aircraft and the other mutual agreements of the parties set forth in the Agreement were arrived at in consideration of, inter alia, the Exclusivity of Warranties and General Limitations of Liability provisions and Duplicate Remedies provisions set forth in Paragraph 11.

12. LEASING OF SPARE PARTS

12.1 Applicable Terms

The terms and conditions of this Paragraph 12 will apply to the Lease of Seller Parts listed in Appendix "A" to this Paragraph 12 ("Leased Parts") and will form a part of each lease of any Leased Part by the Buyer from the Seller after the date hereof. Except for the description of the Leased Part, the Lease Term, the Leased Part delivery and return locations and the Lease Charges (defined below in Paragraph 12.4), all other terms and conditions appearing on any order form or other document pertaining to Leased Parts will be deemed inapplicable, and in lieu thereof the terms and conditions of this Paragraph 12 will prevail. For

Spirit Airlines - A320 Family Aircraft

LA1-21

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purposes of this Paragraph 12, the term "Lessor" refers to the Seller and the term "Lessee" refers to the Buyer. Parts not included in Appendix "A" to this Paragraph 12 may be supplied under a separate lease agreement between the Seller and the Buyer or as mutually agreed by the parties.

12.2 Lease Procedure: Spare Parts Leased

At the Lessee's request by telephone (to be confirmed promptly in writing), facsimile, letter or other written instrument, the Lessor will lease Leased Parts, which will be made available in accordance with Paragraph 4.2.3 of this Letter Agreement 1, to the Lessee as substitutes for parts removed from an Aircraft for repair or overhaul. Each lease of Leased Parts will be evidenced by a lease document ("Lease") issued by the Lessor to the Lessee no later than seven (7) business days after delivery of the Leased Part.

12.3 Lease Term: Return

The term of the lease ("Lease Term") will commence on the date of receipt of the Leased Part by the Lessee or its agent at the Lessor's facility and will end on the date on which such Leased Part is returned to the Lessor. The Lease Term will not exceed thirty (30) days, unless extended by written agreement between Lessor and Lessee within such thirty (30)-day period (no one such extension to exceed an additional thirty (30) days). Notwithstanding the foregoing, the Lease Term will end in the event, and upon the date, of exercise of the Lessee's option to either purchase or exchange the Leased Part, as provided herein.

12.4 Lease Charges and Taxes

The Lessee will pay the Lessor (a) [\*\*\*], (b) any reasonable additional costs which may be incurred by the Lessor as a direct result of such Lease, such as inspection, test, repair, and repacking costs as required to place the Leased Part in satisfactory condition for Lease to a subsequent customer, (c) all transportation and insurance charges and (d) any taxes, charges or customs duties imposed upon the Lessor or its property as a result of the lease, sale, delivery, storage or transfer of any Leased Part (the "Lease Charges"). All payments due hereunder will be made in accordance with Paragraph 6 of this Letter Agreement 1.

Spirit Airlines - A320 Family Aircraft

LA1-22

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In the event that the Leased Part has not been returned to the Lessor's designated facilities within the time period provided in Paragraph 12.3 above, the Lessor will be entitled, in addition to any other remedy it may have at law or under this Paragraph 12, to charge to the Lessee, and the Lessee will pay, the charges referred to in this Paragraph 12.4 accruing for each day after the end of the Lease Term and for as long as such Leased Part is not returned to the Lessor and as though the Lease Term were extended to the period of such delay.

12.5 Title

Title to each Leased Part will remain with the Lessor at all times unless the Lessee exercises its option to purchase it in accordance with Paragraph 12.8 of this Letter Agreement 1, in which case title will pass to the Lessee in accordance with Paragraph 7 of this Letter Agreement 1.

12.6 Risk of Loss

Except for normal wear and tear, each Leased Part will be returned to the Lessor in the same condition as when delivered to the Lessee. The Lessee will not without the Lessor's prior written consent, modify or alter any Leased Part. Risk of loss or damage to each Leased Part will remain with the Lessee until such Leased Part is redelivered to the Lessor at the return location specified in the applicable Lease. If a Leased Part is lost or damaged beyond repair, the Lessee will be deemed to have exercised its option to purchase the part in accordance with Paragraph 12.8 of this Letter Agreement 1, as of the date of such loss or damage.

12.7 Record of Flight Hours

All flight hours accumulated by the Lessee on each Leased Part during the Lease Term will be documented by the Lessee. Records will be delivered to the Lessor upon return of such Leased Part to the Lessor. In addition, all documentation pertinent to inspection, maintenance and/or rework of the Leased Part as maintained serviceable in accordance with the standards of the Lessor will be delivered to the Lessor upon return of the Leased Part to the Lessor on termination of the Lease.

Spirit Airlines - A320 Family Aircraft

LA1-23

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Such documentation will include but not be limited to evidence of incidents such as hard landings, abnormalities of operation and corrective action taken by the Lessee as a result of such incidents.

12.8 Option to Purchase

12.8.1 Option to Purchase

The Lessee may at its option, exercisable by written notice given to the Lessor, elect during or at the end of the Lease Term to purchase the Leased Part, in which case the then current purchase price for such Leased Part as set forth in the Seller's Spare Parts Price List will be paid by the Lessee to the Lessor. The immediately preceding sentence will apply to new Leased Parts only. In the event the Leased Part is used, [\*\*\*] of the then current catalog price for the new part with a part number corresponding to such Leased Part will be paid by the Lessee to the Lessor. Such option will be contingent upon the Lessee providing the Lessor with evidence satisfactory to the Lessor that the original part fitted to the Aircraft is beyond economical repair. Should the Lessee exercise such option, [\*\*\*] of the Lease rental charges already invoiced pursuant to Paragraph 12.4(a) will be credited to the Lessee against the said purchase price of the Leased Part.

In the event that the removed part is beyond economic repair and the Leased Part is a used part, the Buyer may elect to order a new part from the Seller and continue to lease the Leased Part under the conditions of Paragraph 12.4 until such time as the new part is delivered. The purchase price of the new part will be discounted by [\*\*\*] of the lease charges paid in respect of the Leased Part. Should the Lessee fail to return the Leased Part to the Lessor at the end of the Lease Term, such failure will be deemed to be an election by the Lessee to purchase the Leased Part.

12.8.2 In the event of purchase, the Leased Part will be warranted in accordance with Paragraph 11 of this Letter Agreement 1 as though such Leased Part were a Seller Part; provided, however, that (i) the Seller will prorate the full Warranty Period granted to the Buyer according to the actual usage of such Leased Part and (ii) in no event will such Warranty period be less than [\*\*\*] from the date of purchase of such Leased Part. A warranty granted under this Paragraph 12.8.2 will be in substitution for the warranty granted under Paragraph 12.9 at the commencement of the Lease Term.

Spirit Airlines - A320 Family Aircraft

LA1-24

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12.9 Warranties on Leased Parts

The Lessor, in its capacity as "Lessee," under its arrangements with the Manufacturer, in its capacity as "Lessor," has negotiated and obtained the following warranties from the Manufacturer with respect to the

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Leased Parts, subject to the terms, conditions, limitations and restrictions all as hereinafter set out. The Lessor hereby assigns to the Lessee, and the Lessee hereby accepts, all of the rights and obligations of the Lessor in its capacity as "Lessee" as aforesaid under the said warranties and the Lessor subrogates the Lessee as to all such rights and obligations in respect of Leased Parts during the Lease Term with respect thereto. The Lessor hereby warrants to the Lessee that it has all requisite authority to make the foregoing assignment and effect the foregoing subrogation to and in favor of the Lessee and that it will not enter into any amendment of the provisions so assigned or subrogated without the prior written consent of the Lessee. Capitalized terms utilized in the following provisions have the meanings assigned thereto in this Letter Agreement 1, except that the term "Lessor" refers to the Manufacturer and the term "Lessee" refers to the Lessor.

QUOTE

12.9.1 The Lessor warrants that each Leased Part will at the time of delivery thereof:

- (a) conform to the applicable specification for such part,
- (b) be free from defects in material and
- (c) be free from defects in workmanship, including without limitation processes of manufacture.

12.9.2 Survival of Warranties

With respect to each Leased Part, the warranty set forth above in Paragraph 12.9.1(a) will not survive delivery, and the warranties set forth above in Paragraphs 12.9.1(b) and 12.9.1(c) will survive delivery only upon the conditions and subject to the limitations set forth below in Paragraphs 12.9.3 through 12.9.8.

Spirit Airlines - A320 Family Aircraft

LA1-25

12.9.3 Warranty and Notice Periods

The Lessee's remedy and the Lessor's obligation and liability under this Paragraph 12.9, with respect to each defect, are conditioned upon (i) the defect having become apparent to the Lessee within the Lease Term and (ii) the Lessor's warranty administrator having received written notice of the defect from the Lessee within sixty (60) days after the defect became apparent to the Lessee.

12.9.4 Return and Proof

The Lessee's remedy and the Lessor's obligation and liability under this Paragraph 12.9, with respect to each defect, are also conditioned upon:

- (a) the return by the Lessee as soon as reasonably practicable to the return location specified in the applicable Lease, or such other place as may be mutually agreeable, of the Leased Part claimed to be defective, and
- (b) the submission by the Lessee to the Lessor's warranty administrator of reasonable proof that the claimed defect is due to a matter embraced within the Lessor's warranty under this Paragraph 12.9 and that such defect did not result from any act or omission of the Lessee, including but not limited to any failure to operate or maintain the Leased Part claimed to be defective or the Aircraft in which it was installed in accordance with applicable governmental regulations and the Lessor's applicable written instructions.

12.9.5 Limitation of Warranty

The Lessee's remedy and the Lessor's obligation and liability under this Paragraph 12.9 with respect to each defect are limited to the prompt repair of such defect in the relevant Leased Part, or, if prompt repair is not possible, to the prompt replacement of such Leased Part with a similar part free from defect.

Any replacement part furnished under this Paragraph 12.9.5 will for the purposes of this Letter Agreement 1 be deemed to be the Leased Part so replaced.

12.9.6     Suspension and Transportation Costs

12.9.6.1     [\*\*\*]

12.9.6.2     [\*\*\*]

12.9.7     Wear and Tear

Normal wear and tear and the need for regular maintenance and overhaul will not constitute a defect or nonconformance under this Paragraph 12.9.

12.9.8     EXCLUSIVITY OF WARRANTIES

THIS PARAGRAPH 12.9 (INCLUDING ITS SUBPARTS) SETS FORTH THE EXCLUSIVE WARRANTIES, EXCLUSIVE LIABILITIES AND EXCLUSIVE OBLIGATIONS OF THE SELLER, AND THE EXCLUSIVE REMEDIES AVAILABLE TO THE BUYER, WHETHER UNDER THIS LETTER AGREEMENT 1 OR OTHERWISE, ARISING FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY KIND IN ANY LEASED PART.

THE BUYER RECOGNIZES THAT THE RIGHTS, WARRANTIES AND REMEDIES IN THIS PARAGRAPH 12.9 ARE ADEQUATE AND SUFFICIENT TO PROTECT THE BUYER FROM ANY DEFECT OR NONCONFORMITY OR PROBLEM OF ANY KIND IN THE LEASED PARTS. THE BUYER HEREBY WAIVES, RELEASES AND RENOUNCES ALL OTHER WARRANTIES, OBLIGATIONS, GUARANTEES AND LIABILITIES OF THE

SELLER AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF THE BUYER AGAINST THE SELLER, WHETHER EXPRESS OR IMPLIED BY CONTRACT, TORT, OR STATUTORY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMITY OR DEFECT OR PROBLEM OF ANY KIND IN ANY LEASED PART, INCLUDING BUT NOT LIMITED TO:

- (1)     ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE;
  - (2)     ANY IMPLIED OR EXPRESS WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE;
  - (3)     ANY RIGHT, CLAIM OR REMEDY FOR BREACH OF CONTRACT;
  - (4)     ANY RIGHT, CLAIM OR REMEDY FOR TORT, UNDER ANY THEORY OF LIABILITY, HOWEVER ALLEGED, INCLUDING, BUT NOT LIMITED TO, ACTIONS AND/OR CLAIMS FOR NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL ACTS, WILLFUL DISREGARD, IMPLIED WARRANTY, PRODUCT LIABILITY, STRICT LIABILITY OR FAILURE TO WARN;
  - (5)     ANY RIGHT, CLAIM OR REMEDY ARISING UNDER THE UNIFORM COMMERCIAL CODE OR ANY OTHER STATE OR FEDERAL STATUTE;
  - (6)     ANY RIGHT, CLAIM OR REMEDY ARISING UNDER ANY REGULATIONS OR STANDARDS IMPOSED BY ANY INTERNATIONAL, NATIONAL, STATE OR LOCAL STATUTE OR AGENCY;
-

(7) ANY RIGHT, CLAIM OR REMEDY TO RECOVER OR BE COMPENSATED FOR:

- (a) LOSS OF USE OR REPLACEMENT OF ANY AIRCRAFT, OR LEASED PART;
- (b) LOSS OF, OR DAMAGE OF ANY KIND TO, ANY AIRCRAFT OR LEASED PART;
- (c) LOSS OF PROFITS AND/OR REVENUES;
- (d) ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGE.

Spirit Airlines - A320 Family Aircraft

LA1-28

THE WARRANTIES PROVIDED BY THIS LETTER AGREEMENT 1 WILL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THE SELLER AND THE BUYER. IN THE EVENT THAT ANY PROVISION OF THIS PARAGRAPH 12.9 SHOULD FOR ANY REASON BE HELD UNLAWFUL, OR OTHERWISE UNENFORCEABLE, THE REMAINDER OF THIS PARAGRAPH 12.9 WILL REMAIN IN FULL FORCE AND EFFECT.

FOR THE PURPOSE OF THIS PARAGRAPH 12.9.8, "SELLER" WILL BE UNDERSTOOD TO INCLUDE THE SELLER, ITS AFFILIATES AND ASSOCIATED CONTRACTORS.

UNQUOTE

12.9.9 DUPLICATE REMEDIES

The remedies provided to the Buyer under Paragraph 12 as to any part thereof are mutually exclusive and not cumulative. The Buyer will be entitled to the remedy that provides the maximum benefit to it, as the Buyer may elect, pursuant to the terms and conditions of this Paragraph 12 for any such particular defect for which remedies are provided under this Paragraph 12; provided, however, that the Buyer will not be entitled to elect a remedy under one part of this Paragraph 12 that constitutes a duplication of any remedy elected by it under any other part hereof for the same defect. The Buyer's rights and remedies herein for the nonperformance of any obligations or liabilities of the Seller arising under these warranties will be in monetary damages limited to the amount the Buyer expends in procuring a correction or replacement for any covered part subject to a defect or nonperformance covered by this Paragraph 12 and the Buyer will not have any right to require specific performance by the Seller.

In consideration of the assignment and subrogation by the Seller under this Paragraph 12 in favor of the Buyer in respect of the Seller's rights against and obligations to the Manufacturer under the provisions quoted above, the Buyer hereby accepts such assignment and subrogation and agrees to be bound by all of the terms, conditions and limitations therein contained.

Spirit Airlines - A320 Family Aircraft

LA1-29

12.10 NEGOTIATED AGREEMENT

The Buyer and Seller agree that this Paragraph 12 has been the subject of discussion and negotiation and is fully understood by the parties, and that the price of the Aircraft and the other mutual agreements of the parties set forth in the Agreement were arrived at in consideration of, inter alia, the Exclusivity of Warranties and General Limitations of Liability provisions and Duplicate Remedies provisions set forth in Paragraph 12.

Spirit Airlines - A320 Family Aircraft

LA1-30

APPENDIX "A" TO PARAGRAPH 12

SELLER PARTS LEASING LIST

(Leased Parts)

AILERONS  
AUXILIARY POWER UNIT (APU) DOORS  
CARGO DOORS  
PASSENGER DOORS  
ELEVATORS  
FLAPS  
LANDING GEAR DOORS  
RUDDER  
TAIL CONE  
WING SLATS  
SPOILERS  
AIRBRAKES  
WING TIPS

Spirit Airlines - A320 Family Aircraft

LA1-31

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#### 13. TERMINATION

Any termination under Paragraph 10, 11 or 21 of the Agreement or under the Letter Agreements thereto will discharge all obligations and liabilities of the parties hereunder with respect to such undelivered Material, Leased Parts, services, data or other items to be purchased or leased hereunder that are applicable to those Aircraft as to which the Agreement has been terminated. Termination under this Paragraph 13 notwithstanding new and unused Material in excess of the Buyer's requirements due to such Aircraft cancellation will be repurchased by the Seller as provided in Paragraph 10.2 of this Letter Agreement 1.

#### 14. ASSIGNMENT

Notwithstanding any other provision of this Letter Agreement 1 or of the Agreement, this Letter Agreement 1 and the rights and obligations of the Buyer hereunder will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Paragraph 14 will be void and of no force or effect.

#### 15. COUNTERPARTS

This Letter Agreement 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Spirit Airlines - A320 Family Aircraft

LA1-32

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If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AVSA, S.A.R.L.

By: /s/ illegible

Its:

Accepted and Agreed

SPIRIT AIRLINES, INC.

By: /s/ illegible

Its:

Spirit Airlines - A320 Family Aircraft

LA1-33

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LETTER AGREEMENT NO. 2

As of May , 2004

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

Re: PREDELIVERY PAYMENTS

Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer"), and AVSA, S.A.R.L. (the "Seller"), have entered into an Airbus A320 Family Purchase Agreement dated as of even date herewith (the "Agreement"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 2 ("Letter Agreement 2") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement 2 will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement 2.

Both parties agree that this Letter Agreement 2 will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement 2 will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement 2 have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement 2 will govern. Spirit Airlines

Spirit Airlines - A320 Family

LA2-1

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1. Paragraphs 5.2.1 and 5.2.2 of the Agreement are deleted in their entirety and replaced with the following language between "QUOTE" and "UNQUOTE":

QUOTE

5.2.1 Predelivery payments will be paid by the Buyer to the Seller for each Aircraft. Predelivery payments are nonrefundable (although amounts equal to Predelivery Payments may be paid to the Buyer under Clause 10.4, 11.3 and 21.2.2 of this Agreement). The aggregate Predelivery Payment amount is [\*\*\*] of the Predelivery Payment Reference Price defined below in Clause 5.2.2.

5.2.2 The Predelivery Payment Reference Prices

5.2.2.1 The Predelivery Payment Reference Price [\*\*\*] is equal to the Base Price of the Aircraft as defined in Clause 3 of the Agreement.

5.2.2.2 The Predelivery Payment Reference Price for the Option Aircraft and the Rolling Option Aircraft converted to Firm Aircraft is defined as:

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[\*\*\*]

UNQUOTE

Spirit Airlines - A320 Family

LA2-2

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2. Clause 5.2.3 of the Agreement is deleted in its entirety and replaced with the following language between "QUOTE" and "UNQUOTE":

QUOTE

5.2.3 Predelivery Payments will be paid according to the following schedule.

Payment Date	Percentage of Predelivery Payment Reference Price
[***]	[***]

[\*\*\*] [\*\*\*]  
All Predelivery Payments that are due prior to signature of this Agreement will be paid at signature of this Agreement.

Spirit Airlines - A320 Family

LA2-3

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All Predelivery Payments that are due prior to Option Aircraft or Rolling Option Aircraft exercise date will be paid upon Option Aircraft exercise or Rolling Option exercise.

UNQUOTE

3. Clause 5.2.4 below contained between the words "QUOTE" and "UNQUOTE" is added:

QUOTE

5.2.4 [\*\*\*]

UNQUOTE

4. Clause 5.2.4 of the Agreement is renumbered Clause 5.2.5.

5. Clause 5.2.5 of the Agreement is renumbered Clause 5.2.6.

6. Clause 5.4 of the Agreement is deleted in its entirety and replaced with the following language between the words "QUOTE" and "UNQUOTE":

QUOTE

Spirit Airlines - A320 Family

LA2-4

---

5.4 Payment of Balance of the Final Contract Price

[\*\*\*]

UNQUOTE

7. **ASSIGNMENT**

Notwithstanding any other provision of this Letter Agreement 2 or of the Agreement, this Letter Agreement 2 and the rights and obligations of the Buyer hereunder will not be assigned or transferred in any manner

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without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Paragraph 7 will be void and of no force or effect.

#### 8. COUNTERPARTS

This Letter Agreement 2 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Spirit Airlines - A320 Family

LA2-5

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If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AVSA, S.A.R.L.

By: /s/ illegible

Its:

Accepted and Agreed

SPIRIT AIRLINES, INC.

By: /s/ illegible

Its:

Spirit Airlines - A320 Family

LA2-6

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LETTER AGREEMENT NO. 3

As of May , 2004

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

Re: COMMERCIAL INCENTIVES

Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer"), and AVSA, S.A.R.L. (the "Seller"), have entered into an Airbus A320 Family Purchase Agreement as of even date herewith ("Agreement"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No.3 (the "Letter Agreement 3") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement 3 will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement 3.

Both parties agree that this Letter Agreement 3 will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement 3 will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement 3 have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement 3 will govern.

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**1. Credit Memorandum****1.1 Applicability of Credit Memoranda**

1.1.1 All credit memoranda described in this Paragraph 1 are based on January 2003 delivery conditions and are subject to price revision to the date of Delivery of the applicable Aircraft in accordance with the Seller Price Revision Formula annexed to the Agreement in Exhibit G.

1.1.2 [\*\*\*]

**1.2 Credit Memorandum**

The Seller will provide the Buyer with credit memoranda described in Paragraphs (i) through (viii):

[\*\*\*]

**2. Special Credit Memorandum**

2.1 [\*\*\*]

2.1.1 [\*\*\*]

2.1.2 [\*\*\*]

2.1.3 [\*\*\*]

2.1.4 [\*\*\*]

**2.2 A321 Credit Memorandum**

2.2.1 [\*\*\*]

2.2.2 [\*\*\*]

2.2.3 [\*\*\*]

**3. A320 Operations Credit Memorandum**

3.1 [\*\*\*]

3.1.2 [\*\*\*]

3.1.3 [\*\*\*]

Spirit Airlines - A320 Family Aircraft

LA3-2

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**4. Support Credit Memorandum**

4.1 [\*\*\*]

4.1.2 [\*\*\*]

4.1.3 [\*\*\*]

**5. Assignment**

Notwithstanding any other provision of this Letter Agreement 3 or of the Agreement, this Letter Agreement 3 and the rights and obligations of the Buyer hereunder will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Paragraph 5 will be void and of no force or effect.

**6. Counterparts**

This Letter Agreement 3 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Spirit Airlines - A320 Family Aircraft

LA3-3

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If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AVSA, S.A.R.L.

By: /s/ illegible

Its:

Agreed and Accepted

SPIRIT AIRLINES, INC.

By: /s/ illegible

Its:

Spirit Airlines - A320 Family Aircraft

LA3-4

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LETTER AGREEMENT NO. 4

As of May , 2004

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

Re: FLEXIBILITY

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer"), and AVSA, S.A.R.L. (the "Seller"), have entered into an Airbus A320 Family Purchase Agreement dated as of even date herewith (the "Agreement"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No.4 (the "Letter Agreement") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

Spirit Airlines - A319/A320/A321 Purchase Agreement

LA4-1

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1. **OPTION AIRCRAFT**

1.1 Option Exercise

1.1.1 The Seller grants the Buyer the right to purchases up to [\*\*\*] A319 Aircraft (the "Option Aircraft") for delivery in the following delivery quarters:

1.1.2	<u>Delivery</u>	<u># of Option Aircraft</u>	<u>Delivery</u>	<u># of Option Aircraft</u>
	[***]	[***]	[***]	[***]

1.1.3 The foregoing delivery quarters are provisional and will remain subject to prior sale and the Seller's and the Manufacturer's commercial and industrial constraints until the relevant Option Aircraft is converted into a firm order for an A319 Aircraft.

1.1.4 [\*\*\*]

1.1.5 [\*\*\*]

1.1.6 [\*\*\*]

1.1.7 [\*\*\*]

1.1.8 [\*\*\*]

1.1.9 [\*\*\*]

1.2 Base Price

The Base Price of the Option Aircraft will be the same as for the Firm A319 Aircraft, the terms and conditions of which are set forth in Clause 3 of the Agreement. All Airframe prices will be subject to revision until Delivery of the relevant Aircraft in accordance with the Seller Price Revision Formula and all Propulsion System prices are subject to revision until Delivery of the relevant Aircraft in accordance with the Propulsion Systems Price Revision Formula in Exhibit H to the Agreement. In addition, the provisions of Paragraph 3 to Letter Agreement No. 9 of the Agreement shall be applicable in so far as such provisions are applicable to A319 Aircraft. Credits applicable to Option Aircraft are set forth in Paragraph 4 of this Letter Agreement 4.

1.3 Training Support

For each Option Aircraft converted into a firm order, the Seller shall provide the Buyer with the following training support:

(i) [\*\*\*]

(ii) [\*\*\*]

Spirit Airlines - A319/A320/A321 Purchase Agreement

LA4-2

2. [\*\*\*]

2.1 [\*\*\*]

2.2 [\*\*\*]

3. **CONVERSION AIRCRAFT**

3.1 The Seller grants the Buyer the one-time right, per A319 Aircraft, to convert any A319 Aircraft into an A320 Aircraft (the "Conversion A320 Aircraft") or an A321Aircraft (the "Conversion A321 Aircraft") (collectively the "Conversion Aircraft"), provided that the Buyer notifies the Seller in writing at least [\*\*\*] in advance of the Scheduled Delivery Month of the initially ordered A319 Aircraft contemplated for conversion. Once exercised, the conversion is irrevocable. The scheduled delivery month in respect to Conversion Aircraft shall be as close as possible to the initially ordered A319 Aircraft, subject to the Seller's and the Manufacturer's then prevailing industrial and commercial constraints and other dispositions. The Base Prices of any Conversion Aircraft will be pursuant to Clause 3 of the Agreement as applicable to the A320 Aircraft and/or the A321 Aircraft. In addition, the provisions of Paragraph 3 to Letter Agreement No. 9 of the Agreement shall be applicable in so far as such provisions are applicable to the Conversion Aircraft. All Airframe prices will be subject to revision until Delivery of the relevant Aircraft in accordance with the Seller's Price Revision Formula and all Propulsion System prices are subject to revision until Delivery of the relevant Aircraft in accordance with the Propulsion Systems Price Revision Formula in Exhibit H to the Agreement.

3.2 Upon conversion right exercise, the Buyer will pay to the Seller the incremental Predelivery Payments resulting from the difference in Predelivery Payment Reference

Price of the A319 Aircraft and the Conversion A320 Aircraft and/or the Conversion A321 Aircraft, as applicable plus any other then due Predelivery Payments pursuant to Clause 5 in respect of the relevant Conversion Aircraft. The conversion shall only be effective upon receipt by the Seller of such Predelivery Payments.

3.3 [\*\*\*]

#### 4. CREDIT MEMORANDA WITH RESPECT TO OPTION AIRCRAFT AND CONVERSION AIRCRAFT

4.1 [\*\*\*]

4.2 [\*\*\*]

4.3 [\*\*\*]

4.4 [\*\*\*]

#### 5. ASSIGNMENT

Notwithstanding any other provision of this Letter Agreement or of the Agreement, this Letter Agreement and the rights and obligations of the Buyer hereunder will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Paragraph 5 will be void and of no force or effect.

#### 6. COUNTERPARTS

This Letter Agreement 3 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument

If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AVSA, S.A.R.L.

By: /s/ illegible

Its:

Accepted and Agreed

SPIRIT AIRLINES, INC.

By: /s/ illegible

Its:

Spirit Airlines - A319/A320/A321 Purchase Agreement

LA4-7

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LETTER AGREEMENT NO. 5

As of May , 2004

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

Re: PRODUCT SUPPORT

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer"), and AVSA, S.A.R.L. (the "Seller"), have entered into an Airbus A320 Family Purchase Agreement dated as of even date herewith (the "Agreement"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 5 ("Letter Agreement 5") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement 5 will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement 5.

Both parties agree that this Letter Agreement 5 will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement 5 will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement 5 have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement 5 will govern.

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Spirit Airlines - A320 Family

1. Clause 14.5 of the Agreement is deleted in its entirety and replaced with the following language between the words "QUOTE" and "UNQUOTE":

QUOTE

14.5 Revision Service

Unless otherwise specifically stated, revision service will be offered [\*\*\*]. Thereafter, revision service will be provided in accordance with the terms and conditions found in the then current Airbus North America Customer Services Catalog.

UNQUOTE

2. Clause 14.8 of the Agreement is deleted in its entirety and replaced with the following language between the words "QUOTE" and "UNQUOTE":

QUOTE

14.8 Technical Data Familiarization

[\*\*\*]

UNQUOTE

3. Aircraft Maintenance Analysis Tool - AIRMAN
-

3.1 [\*\*\*]

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Spirit Airlines - A320 Family

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3.2 [\*\*\*]

3.3 [\*\*\*]

4. Less Paper Cockpit (LPC) Package

4.1 [\*\*\*]

4.2 [\*\*\*]

4.3 [\*\*\*]

5. Maintenance Planning Data Support

5.1 [\*\*\*]

5.2 [\*\*\*]

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Spirit Airlines - A320 Family

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6. Paragraph 1.1 of Appendix A to Clause 16 of the Agreement is deleted in its entirety and replaced with the following language between the words "QUOTE" and "UNQUOTE":

QUOTE

1.1 Flight Crew Training.

[\*\*\*]

UNQUOTE

7. [\*\*\*]

8. [\*\*\*]

9. Significant Warranty Claims

[\*\*\*]

10. Leased Aircraft Warranty

[\*\*\*]

11. ASSIGNMENT

Notwithstanding any other provision of this Letter Agreement 5 or of the Agreement, this Letter Agreement 5 and the rights and obligations of the Buyer hereunder will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Paragraph 5 will be void and of no force or effect.

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12. COUNTERPARTS

This Letter Agreement 5 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Spirit Airlines - A320 Family

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If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AVSA, S.A.R.L.

By: /s/ illegible

Its:

Accepted and Agreed

SPIRIT AIRLINES, INC.

By: /s/ illegible

Its:

Spirit Airlines - A320 Family

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LETTER AGREEMENT NO. 6

As of May , 2004

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

Re: A319/A320/A321 PERFORMANCE GUARANTEES

Ladies and Gentlemen,

Spirit Airlines, Inc. (the "Buyer"), and AVSA, S.A.R.L. (the "Seller"), have entered into an Airbus A320 Family Purchase Agreement, dated as of even date herewith (the "Agreement"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 6 ("Letter Agreement 6") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement 6 will have the meanings assigned thereto in the Agreement. The terms "herein", "hereof" and "hereunder" and words of similar import refer to this Letter Agreement 6.

Both parties agree that this Letter Agreement 6 will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement 6 will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement 6 have specific provisions that are inconsistent, the specific provisions contained in this Letter Agreement 6 will govern.

The Seller, in its capacity as "the Buyer" under its arrangement with the Manufacturer, has negotiated and obtained the performance guarantees reproduced between the words QUOTE and UNQUOTE from the Manufacturer, in its capacity as "the Seller" with respect to the Aircraft, and which are subject to the terms, conditions, limitations and restrictions all as hereinafter set out. The Seller hereby assigns to the Buyer and the Buyer hereby accepts, all of the rights and obligations of the Seller in its capacity as "the Buyer" as aforesaid under the said performance guarantees

and the Seller subrogates the Buyer into all such rights and obligations in respect of the Aircraft. The Seller hereby warrants to the Buyer that it has all the requisite authority to make the foregoing assignment and effect the foregoing subrogation to and in favour of the Buyer and that it will not enter into any amendment of the provisions so assigned without the prior written consent of the Buyer. Capitalized terms utilized in the following

Spirit Airlines - A320 Family

LA6-1

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quoted provisions and not otherwise defined herein will have the meanings assigned thereto in the Agreement except that the term "the Seller" refers to the Manufacturer and the term "the Buyer" refers to the Seller.

**QUOTE**

**1 AIRCRAFT CONFIGURATION**

The guarantees defined below (the "Guarantees") are applicable to the A319 Aircraft A320 Aircraft and the A321 Aircraft as described in the Standard Specifications and as amended by the Specification Change Notices (SCN's) defined below without taking into account any further changes thereto as provided in the Agreement (the "Specification" for the purposes of this Letter Agreement 6).

**1.1 A319-100 With International Aero Engines (IAE) V2524-A5 engines**

[\*\*\*]

**1.2 A320-200 with International Aero Engines (IAE) V2527-A5 engines**

[\*\*\*]

**1.3 A320-200 with International Aero Engines (IAE) V2533-A5 engines**

[\*\*\*]

**2 GUARANTEED PERFORMANCE**

2.1 [\*\*\*]

2.2 [\*\*\*]

2.3 [\*\*\*]

Spirit Airlines - A320 Family

LA6-2

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2.4 [\*\*\*]

2.4.1 [\*\*\*]

2.4.2 [\*\*\*]

2.4.3 [\*\*\*]

**3 MANUFACTURER'S WEIGHT EMPTY**

[\*\*\*]

3.1 [\*\*\*]

3.2 [\*\*\*]

3.3 [\*\*\*]

#### 4 GUARANTEE CONDITIONS

4.1 [\*\*\*]

4.2 [\*\*\*]

Spirit Airlines - A320 Family

LA6-3

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4.2.1 [\*\*\*]

4.3 [\*\*\*]

4.4 [\*\*\*]

4.5 [\*\*\*]

#### 5 GUARANTEE COMPLIANCE

5.1 [\*\*\*]

5.2 [\*\*\*]

5.3 [\*\*\*]

5.4 [\*\*\*]

5.5 [\*\*\*]

Spirit Airlines - A320 Family

LA6-4

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5.6 [\*\*\*]

5.7 [\*\*\*]

#### 6 ADJUSTMENT OF GUARANTEES

6.1 [\*\*\*]

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6.2 [\*\*\*]

7 **EXCLUSIVE GUARANTEES**

[\*\*\*]

8 **UNDERTAKING REMEDIES**

[\*\*\*]

9 **ASSIGNMENT**

Notwithstanding any other provisions of this Letter Agreement 6 or of the Agreement, this Letter Agreement 6 and the rights and obligations of the Buyer hereunder will not be assigned or transferred in any manner without prior written consent of the Seller and any attempted assignment or transfer in contravention of the provisions of this sentence will be void and of no force and effect.

10 **COUNTERPARTS**

This Letter Agreement 6 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Spirit Airlines - A320 Family

LA6-5

If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AVSA, S.A.R.L.

By: /s/ illegible

Title:

Accepted and Agreed

Spirit Airlines, Inc.

By: /s/ illegible

Title:

Spirit Airlines - A320 Family

LA6-6

LETTER AGREEMENT NO. 7

As of May , 2004

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

Re: DISPATCH RELIABILITY GUARANTEE

Dear Ladies and Gentlemen,

Spirit Airlines, Inc. (the "Buyer"), and AVSA, S.A.R.L. (the "Seller"), have entered into an Airbus A320 Family Purchase Agreement dated as of even date herewith (the "Agreement"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 7 ("Letter Agreement 7") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement 7 will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement 7.

Both parties agree that this Letter Agreement 7 will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement 7 will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement 7 have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement 7 will govern.

The Seller represents and warrants that the Manufacturer has provided to the Seller reliability guarantees with respect to the Aircraft, which guarantees are reproduced below between the words QUOTE and UNQUOTE and which are subject to the terms, conditions, limitations and restrictions all as hereinafter set out, and that such guarantees are in full force and effect and have not been amended. The Seller hereby assigns to the Buyer and the Buyer hereby accepts all of the Seller's rights and obligations as the "Buyer" under the said reliability guarantees and the Seller subrogates the Buyer to all such rights and obligations in respect of the Aircraft covered thereby (which, for the purposes of this Letter Agreement 7 only, will be deemed to include Leased Aircraft within the meaning of Letter Agreement 8 to the Agreement). The Seller hereby warrants to the Buyer that (i) it has all the requisite authority to make the

Spirit Airlines - A320 Family

LA7-1

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foregoing assignment to and effect the foregoing subrogation in favor of the Buyer, (ii) such assignment and subrogation are effective to confer on the Buyer all of the foregoing rights and obligations of the Seller, and (iii) the Seller will not enter into any amendment of the provisions so assigned or subrogated without the prior written consent of the Buyer.

QUOTE

1. [\*\*\*]

1.1 [\*\*\*]

2. DEFINITIONS

2.1 [\*\*\*]

Spirit Airlines - A320 Family

LA7-2

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2.2 [\*\*\*]

2.3 [\*\*\*]

2.4 [\*\*\*]

2.5 [\*\*\*]

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2.6 [\*\*\*]

2.7 [\*\*\*]

2.8 [\*\*\*]

### **3. GUARANTEE**

3.1 [\*\*\*]

3.2 [\*\*\*]

### **4. BUYER'S AND SELLER'S OBLIGATION**

4.1 [\*\*\*]

4.2 [\*\*\*]

### **5. ADJUSTMENT**

[\*\*\*]

### **6. ACHIEVED DISPATCH RELIABILITY REVIEW MEETINGS**

[\*\*\*]

### **7. LIABILITY LIMITATION**

[\*\*\*]

### **8. APPLICABILITY OF AGREEMENT**

[\*\*\*]

### **UNQUOTE**

In consideration of the assignment and subrogation by the Seller under this Letter Agreement 7 in favor of the Buyer in respect of the Seller's rights against and obligations to the Manufacturer under the provisions quoted above, the Buyer hereby accepts such assignment and subrogation and agrees to be bound by all of the terms, conditions and limitations therein contained. The Buyer and Seller recognize and agree that all the provisions of Clause 12 of the Agreement, including without limitation the Exclusivity of Warranties and General Limitations of Liability and Duplicate Remedies provisions therein contained, will apply to the foregoing performance guarantees.

### **9. ASSIGNMENT**

Notwithstanding any other provision of this Letter Agreement 7 or of the Agreement, this Letter Agreement 7 and the rights and obligations of the Buyer hereunder will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Paragraph 9 will be void and of no force or effect.

10. **COUNTERPARTS**

This Letter Agreement 7 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Spirit Airlines - A320 Family

LA7-6

If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AVSA, S.A.R.L.

By: /s/ illegible

Its:

Accepted and Agreed

SPIRIT AIRLINES, INC.

By: /s/ illegible

Its:

Spirit Airlines - A320 Family

LA7-7

LETTER AGREEMENT NO. 8

As of May , 2004

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

Re: LEASED AIRCRAFT

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer"), and AVSA, S.A.R.L. (the "Seller"), have entered into an Airbus A320 Family Purchase Agreement dated as of even date herewith (the "Agreement"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No.8 ("Letter Agreement 8") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement 8 will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement 8.

Both parties agree that this Letter Agreement 8 will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement 8 will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement 8 have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement 8 will govern.

Spirit Airlines - A320 Family

LA8-1

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**1 Leased Aircraft**

1.1 [\*\*\*]

1.2 [\*\*\*]

**2 Training and Field Service Support**

2.1 [\*\*\*]

2.2 [\*\*\*]

2.3 [\*\*\*]

Spirit Airlines - A320 Family

LA8-2

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**3 Assignment**

Notwithstanding any other provision of this Letter Agreement 8 or of the Agreement, this Letter Agreement 8 and the rights and obligations of the Buyer hereunder will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Paragraph 5 will be void and of no force or effect.

**4 Counterparts**

This Letter Agreement 8 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Spirit Airlines - A320 Family

LA8-3

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If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AVSA, S.A.R.L.

By: /s/ illegible

Its:

Accepted and Agreed

SPIRIT AIRLINES, INC.

By: /s/ illegible

Its:

Spirit Airlines - A320 Family

LA8-4

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LETTER AGREEMENT NO. 9

As of May , 2004

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

Re: CUSTOMIZATION AND RETROFITS

Dear Ladies and Gentlemen,

Spirit Airlines, Inc. (the "Buyer"), and AVSA, S.A.R.L. (the "Seller"), have entered into an Airbus A320 Family Purchase Agreement dated as of even date herewith (the "Agreement"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No.9 ("Letter Agreement 9") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement 9 will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement 9.

Both parties agree that this Letter Agreement 9 will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement 9 will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement 9 have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement 9 will govern.

Spirit Airlines - A320 Family

LA9-1

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1. Additional Customization Concessions

1.1 Overhead Stowage

1.1.1 [\*\*\*]

1.2 Decompression Panels

1.2.1 [\*\*\*]

Spirit Airlines - A320 Family

LA9-2

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1.3 Enhanced Protection

1.3.1 [\*\*\*]

1.4 [\*\*\*]

2. **Take-Off Weight Upgrade on Second-hand Aircraft**

2.1 [\*\*\*]

2.2 [\*\*\*]

3. **Retrofit Modifications**

[\*\*\*]

Spirit Airlines - A320 Family

LA9-3

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4. **Post-Delivery Lavatory Modifications**

[\*\*\*]

Spirit Airlines - A320 Family

LA9-4

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5. **Assignment**

Notwithstanding any other provision of this Letter Agreement 9 or of the Agreement, this Letter Agreement 9 and the rights and obligations of the Buyer hereunder will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Paragraph 5 will be void and of no force or effect.

6. **Counterparts**

This Letter Agreement 9 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Spirit Airlines - A320 Family

LA9-5

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If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AVSA, S.A.R.L.

By: /s/ illegible

Its:

Accepted and Agreed

Spirit Airlines, Inc.

By: /s/ illegible

Its:

Spirit Airlines - A320 Family

LA9-6

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LETTER AGREEMENT NO. 10

As of May , 2004

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

Re: SIDELETTER AGREEMENT

Ladies and Gentlemen,

Spirit Airlines, Inc. (the "Buyer"), and AVSA, S.A.R.L. (the "Seller"), have entered into an Airbus A320 Family Purchase Agreement dated as of even date herewith (the "Agreement"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 10 ("Letter Agreement") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement 10 will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement 10 will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this will be governed by the provisions of said Agreement, except that if the Agreement and this Letter Agreement 10 have specific provisions which are inconsistent, the specific provisions contained in this will govern.

Spirit Airlines - A320 Family

LA10-1

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1. [\*\*\*]

1.1 [\*\*\*]

1.2 [\*\*\*]

2. [\*\*\*]

2.1 [\*\*\*]

2.2 [\*\*\*]

3. Assignment

Notwithstanding any other provision of this Letter Agreement 10 or of the Agreement, this Letter Agreement 10 and the rights and obligations of the Buyer hereunder will not be assigned or transferred in

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any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Paragraph 5 will be void and of no force or effect.

4. **Counterparts**

This Letter Agreement 10 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Spirit Airlines - A320 Family

LA10-2

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If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AVSA, S.A.R.L.

By: /s/ illegible

Its:

Accepted and Agreed

Spirit Airlines, Inc.

By: /s/ illegible

Its:

Spirit Airlines - A320 Family

LA10-3

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LETTER AGREEMENT NO. 11

As of May , 2004

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

Re: MISCELLANEOUS

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer"), and AVSA, S.A.R.L. (the "Seller"), have entered into an Airbus A320 Family Purchase Agreement dated as of even date herewith (the "Agreement"), which covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 11 ("Letter Agreement 11") certain additional terms and conditions regarding the sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement 11 will have the meanings assigned thereto in the Agreement. The terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement 11.

Both parties agree that this Letter Agreement 11 will constitute an integral, nonseverable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Letter Agreement 11 will be governed by the provisions of said Agreement, except that if the Agreement and this Letter

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Agreement 11 have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement 11 will govern.

Spirit Airlines - A320 Family Aircraft

LA11-1

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1. Clause 5.8 of the Agreement is deleted in its entirety and replaced with the following language between words "QUOTE" and "UNQUOTE".

QUOTE

5.8    [\*\*\*]

[\*\*\*]

UNQUOTE

2. Clauses 7 of the Agreement is deleted in its entirety and replaced with the following language between words "QUOTE" and "UNQUOTE".

QUOTE

Spirit Airlines - A320 Family Aircraft

LA11-2

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**7 - CERTIFICATION**

Except as set forth in this Clause 7, the Seller will not be required to obtain any certificate or approval with respect to the Aircraft.

**7.1 Type Certification**

The Aircraft have been type certificated under EASA procedures for joint certification in the transport category. The Seller will obtain or cause to be obtained an FAA type certificate (the "Type Certificate") to allow the issuance of the Export Certificate of Airworthiness.

**7.2 Export Certificate of Airworthiness**

Subject to the provisions of Clause 7.3, each Aircraft will be delivered to the Buyer with an Export Certificate of Airworthiness issued by the DGAC, or the LBA, as applicable, and in a condition enabling the Buyer (or an eligible person under then applicable law) to obtain immediately and without repair, maintenance or modification at the time of Delivery a Standard Airworthiness Certificate issued pursuant to Part 21 of the US Federal Aviation Regulations. [\*\*\*] However, the Seller will have no obligation, whether before, at or after Delivery of any Aircraft, to make any alterations (including all related costs) to such Aircraft to enable such Aircraft to meet FAA or U.S. Department of Transportation requirements for specific operation on the Buyer's routes, except as may be provided for in this Agreement.

If the FAA requires a modification to comply with additional aircraft import requirements and/or supply of additional data before the issuance of the Export Certificate of Airworthiness, the parties hereto will sign an SCN for such modification which, the Seller will incorporate as specified in such modification and/or the Seller will provide such data, in either case, at costs to be borne by the Buyer.

**7.3 Specification Changes Before Delivery**

- 7.3.1 If, any time before the date on which the Aircraft is Ready for Delivery, any law, rule or regulation is enacted, promulgated, becomes effective and/or an interpretation of any law, rule or regulation is issued by the EASA that requires any change to the Specification for the purposes of obtaining the Export Certificate of Airworthiness (a "Change in Law"), the Seller will make the required modification and the parties hereto will sign an SCN.

Spirit Airlines - A320 Family Aircraft

LA11-3

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- 7.3.2 The Seller will as far as practicable, but at its sole discretion, take into account the information available to it concerning any proposed law, rule or regulation or interpretation that could become a Change in Law, in order to minimize the costs of changes to the Specification as a result of such proposed law, regulation or interpretation becoming effective.
- 7.3.3 [\*\*\*]
- 7.3.4 Notwithstanding the provisions of Clauses 7.3.3, if a Change in Law relates to an item of BFE or to the Propulsion Systems (and, in particular, to engine accessories, quick engine change units or thrust reversers) the costs will be borne in accordance with such arrangements as may be made separately between the Buyer and the manufacturer of the BFE or the Propulsion Systems, as applicable, and the Seller will have no obligation with respect thereto.
- 7.3.5 [\*\*\*]

Spirit Airlines - A320 Family Aircraft

LA11-4

7.4 Specification Changes After Delivery

Nothing in Clause 7.3 will require the Seller to make any changes or modifications to, or to make any payments or take any other action with respect to, any Aircraft that is Ready for Delivery before the compliance date of any law or regulation referred to in Clause 7.3. Any such changes or modifications made to an Aircraft after it is Ready for Delivery will be at the Buyer's expense.

UNQUOTE

3. Clause 8.4 of the Agreement is renumbered to Clause 8.5.
4. Clause 8.5 of the Agreement is renumbered to Clause 8.6.
5. Clause 8.4, below, is added to the Agreement:

"8.4 [\*\*\*]"

Spirit Airlines - A320 Family Aircraft

LA11-5

6. Clause 8.5 of the Agreement is deleted in its entirety and replaced with the following language between words "QUOTE" and "UNQUOTE".

QUOTE

8.5 Finality of Acceptance.

The Buyer's signature of the Certificate of Acceptance for the Aircraft will constitute waiver by the Buyer of any right it may have under the Uniform Commercial Code as adopted by the State of New York or otherwise to revoke acceptance of the Aircraft for any reason, whether known or unknown to the Buyer at the time of acceptance.

[\*\*\*]

UNQUOTE

7. Clause 9.1.2 of the Agreement is deleted in its entirety and replaced with the following language between words "QUOTE" and "UNQUOTE".

QUOTE

9.1.2 Delivery Notices

9.1.2.1 [\*\*\*]

9.1.2.2 [\*\*\*]

9.1.2.3 [\*\*\*]

Spirit Airlines - A320 Family Aircraft

LA11-6

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9.1.2.4 [\*\*\*]

UNQUOTE

8. Clause 10 of the Agreement is deleted in its entirety and replaced with the following language between the words "QUOTE" and "UNQUOTE."

QUOTE

10 - EXCUSABLE DELAY AND TOTAL LOSS

10.1 Scope of Excusable Delay

Neither the Seller, the Manufacturer, the Associated Contractors, nor any Affiliate of any of the foregoing, will be responsible for or be deemed to be in default on account of delays in delivery of or failure to deliver an Aircraft or otherwise in the performance of this Agreement or any part hereof due to causes reasonably beyond the Seller's, the Manufacturer's or any Associated Contractor's control or not occasioned by the Seller's, the Manufacturer's or any Associated Contractor's fault or negligence ("**Excusable Delay**"), including, but not limited to: (i) acts of God or the public enemy, natural disasters, fires, floods, storms beyond ordinary strength, explosions or earthquakes; epidemics or quarantine restrictions; serious accidents; total or constructive total loss; any law, decision, regulation, directive or other act (whether or not having the force of law but if not having the force of law, with which similar entities generally comply) of any government or of the Council of the European Community or the Commission of the European Community or of any national, Federal, State, municipal or other governmental department, commission, board, bureau, agency, court or instrumentality, domestic or foreign; governmental priorities, regulations or orders affecting allocation of materials, facilities or a completed Aircraft; war, civil war or warlike operations, terrorism, insurrection or riots; failure of transportation; strikes or labor troubles causing cessation, slow down or interruption of work; delay in obtaining any airworthiness or type certification; inability after due and timely diligence to procure materials, accessories, equipment or parts; [\*\*\*].

Spirit Airlines - A320 Family Aircraft

LA11-7

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10.2 Consequences of Excusable Delay

10.2.1 If an Excusable Delay occurs the Seller will

- (i) notify the Buyer of such Excusable Delay as soon as practicable after becoming aware of the same;
-

- (ii) not be deemed to be in default in the performance of its obligations hereunder as a result of such Excusable Delay;
- (iii) not be responsible for any damages arising from or in connection with such Excusable Delay suffered or incurred by the Buyer;
- (iv) as soon as practicable after the removal of the cause of the delay resume performance of its obligations under this Agreement and in particular will notify the Buyer of the revised Scheduled Delivery Month (the "Revised Scheduled Delivery Month").

#### 10.3 Termination on Excusable Delay

10.3.1 [\*\*\*]

10.3.2 [\*\*\*]

10.3.3 [\*\*\*]

Spirit Airlines - A320 Family Aircraft

LA11-8

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10.3.4 [\*\*\*]

#### 10.4 Total Loss, Destruction or Damage

If, prior to Delivery, any Aircraft is lost, destroyed or in the reasonable opinion of the Seller is damaged beyond economic repair ("Total Loss"), the Seller will notify the Buyer to this effect as soon as practicable but in no event more than [\*\*\*] after such occurrence. The Seller will include in said notification (or as soon after the issue of the notice as such information becomes available to the Seller) the earliest date consistent with the Seller's other commitments and production capabilities that an aircraft to replace the Aircraft may be delivered to the Buyer and the Scheduled Delivery Month will be extended as specified in the Seller's notice to accommodate the delivery of the replacement aircraft; provided, however, that if the Scheduled Delivery Month is extended to a month that is more than [\*\*\*] after the last day of the original Scheduled Delivery Month [\*\*\*]:

- (i) the Buyer notifies the Seller within one (1) month of the date of receipt of the Seller's notice that it desires the Seller to provide a replacement aircraft during the month quoted in the Seller's notice; and
- (ii) the parties execute an amendment to this Agreement recording the variation in the Scheduled Delivery Month.

Nothing herein will require the Seller to manufacture and deliver a replacement aircraft if such manufacture would require the reactivation of its production line for the model or series of aircraft which includes the Aircraft.

Spirit Airlines - A320 Family Aircraft

LA11-9

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[\*\*\*]

#### 10.5 Excusable Delay Escalation

[\*\*\*]

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10.6 REMEDIES

[\*\*\*]

UNQUOTE

9. Clause 11 of the Agreement is deleted in its entirety and replaced with the following language between the words "QUOTE" and "UNQUOTE."

QUOTE

Spirit Airlines - A320 Family Aircraft

LA11-10

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11 - EXCUSABLE DELAY

11.1.1 Liquidated Damages in the case of an Inexcusable Delay

Should an Aircraft not be Ready for Delivery within [\*\*\*], then such delay will be termed an "**Inexcusable Delay**." In the event of an Inexcusable Delay, the Buyer will have the right to claim, and the Seller will pay the Buyer liquidated damages of [\*\*\*].

[\*\*\*]

11.1.2 Liquidated Damages with Short Term Notice Inexcusable Delay

[\*\*\*]

Spirit Airlines - A320 Family Aircraft

LA11-11

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11.1.3 The Buyer shall submit a written claim for liquidated damages to the Seller not later than one thirty (30) days after the last day of the Scheduled Delivery Month (as such month may be changed pursuant to Clauses 2, 7 or 10).

11.2 Renegotiation

If, as a result of an Inexcusable Delay, Delivery does not occur within [\*\*\*] after the last day of the Scheduled Delivery Month, the Buyer will have the right, exercisable by written notice to the Seller given between [\*\*\*] after such [\*\*\*] to require form the Seller a renegotiation of the Scheduled Delivery Month for the affected Aircraft. Unless otherwise agreed between the Seller and the Buyer during such renegotiation, said renegotiation will not prejudice the Buyer's right to receive liquidated damages in accordance with Clause 11.1.

11.3 Termination

[\*\*\*]

Spirit Airlines - A320 Family Aircraft

LA11-12

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11.4 Setoff Payments

Notwithstanding anything to the contrary contained herein, before being required to make any payments under Clauses 11.1 or 11.3 above, the Seller will have the right to apply any and all sums previously paid by the Buyer to the Seller with respect to a terminated Aircraft to the payment of any other amounts due and owing from the Buyer to the Seller or any Affiliate thereof under any agreement between them.

11.5 Price Revision

[\*\*\*]

11.6 REMEDIES

THIS CLAUSE 11 SETS FORTH THE SOLE AND EXCLUSIVE REMEDY OF THE BUYER FOR DELAYS IN DELIVERY OR FAILURE TO DELIVER, OTHER THAN SUCH DELAYS AS ARE COVERED BY CLAUSE 10, AND THE BUYER HEREBY WAIVES ALL RIGHTS TO WHICH IT WOULD OTHERWISE BE ENTITLED IN RESPECT THEREOF, INCLUDING WITHOUT LIMITATION ANY RIGHTS TO INCIDENTAL AND CONSEQUENTIAL DAMAGES OR SPECIFIC PERFORMANCE.

UNQUOTE

10. Clause 16.5.3 of the Agreement is deleted in its entirety and replaced with the following language between the words "QUOTE" and "UNQUOTE."

QUOTE

16.5.3 Upon the Buyer's request, the Seller may be consulted to direct the above mentioned trainee(s) through a relevant entry level training program, which will be at the Buyer's charge, and, if necessary, to coordinate with competent outside organizations for this purpose. Such consultation will be held during the Training Conference.

If the Seller should determine that a trainee lacks the required entry level, such trainee will, following consultation with the Buyer, be withdrawn from the program.

Spirit Airlines - A320 Family Aircraft

LA11-13

[\*\*\*]

UNQUOTE

11. Clause 18 of the Agreement is deleted in its entirety and replaced with the following language between the words "QUOTE" and "UNQUOTE."

QUOTE

18 - BUYER FURNISHED EQUIPMENT

18.1 Administration

18.1.1 Without additional charge and in accordance with the Specification, the Seller will cause the Manufacturer to provide for the installation of the Buyer Furnished Equipment ("BFE"), provided that the BFE is referred to in the Airbus BFE Catalog of Approved Suppliers by Products valid at the time the BFE is ordered.

The Seller will cause the Manufacturer to advise the Buyer of the dates by and location to which, in the planned release of engineering for the Aircraft, the Seller requires a written detailed engineering definition. This description will include the definition of the dimensions and weight of BFE, the information related to its certification and information necessary for the installation and operation thereof. The Buyer will furnish such detailed description and information by the dates specified. Thereafter, no information, dimensions or weights will be revised unless authorized by an SCN.

The Seller will also provide the Buyer in due time with a schedule of dates and shipping addresses for delivery of BFE and (when requested by the Seller) additional spare BFE in order to permit installation of the BFE in the Aircraft and delivery of the Aircraft in accordance with the delivery schedule. The Buyer will provide the BFE by such dates in a serviceable condition, to allow performance of any assembly, test, or acceptance process in accordance with the industrial schedule.

The Buyer will also provide, when requested by the Manufacturer, at Airbus France S.A.S. works and/or at Airbus Deutschland GmbH works, as applicable and needed, adequate field service, including support from BFE suppliers to act in a technical advisory capacity to the Seller in the installation, calibration and possible repair of any BFE.

Spirit Airlines - A320 Family Aircraft

LA11-14

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18.1.2 The BFE will be imported into France or into Germany by the Buyer under a suspensive customs system ("Régime de l'entrepôt industriel pour fabrication coordonnée" or "Zollverschluss") without application of any French or German tax or customs duty, and will be Delivered Duty Unpaid (DDU) (as defined in Incoterms 2000:ICC Official Rules for the Interpretation of Trade Terms, published by the International Chamber of Commerce), to

AIRBUS FRANCE S.A.S.

316 Route de Bayonne

31300

Toulouse FRANCE

or

AIRBUS DEUTSCHLAND GMBH

Division Hamburger Flugzeugbau

Kreetslag 10

21129 HAMBURG

FEDERAL REPUBLIC OF GERMANY

18.1.3 [\*\*\*]

## 18.2 Requirements

The Buyer is responsible for assuring and warranting, at its expense, that BFE will (i) be manufactured by a qualified supplier and in accordance with the provisions of Clause 18.1.1. above, (ii) meet the requirements of the applicable Specification, (iii) comply with applicable requirements incorporated by reference to the Type Certificate and listed in the Type Certificate Data Sheet, and (iv) be

Spirit Airlines - A320 Family Aircraft

LA11-15

approved by the applicable Aviation Authority delivering the Export Certificate of Airworthiness and by the Buyer's Aviation Authority for installation and use on the Aircraft at the time of Delivery of such Aircraft. The Seller will be entitled to refuse any item of BFE that it considers incompatible with the Specification, the engineering definition mentioned above in Clause 18.1.1 or the certification requirements.

## 18.3 Buyer's Obligation and Seller's Remedies

18.3.1 Any delay or failure in

- (i) furnishing the BFE in serviceable condition at the requested delivery date,
- (ii) complying with Clause 18.2 or in providing the descriptive information or service representatives required by Clause 18.1.1, or
- (iii) obtaining any required approval for such equipment under the Aviation Authorities' regulations

[\*\*\*]

18.3.2 [\*\*\*]

Spirit Airlines - A320 Family Aircraft

LA11-16

## 18.4 Title and Risk of Loss

Title to and risk of loss of BFE will at all times remain with the Buyer, except that risk of loss (limited to cost of replacement of said BFE and excluding in particular loss of use) will be with the Seller for as long as the BFE is in the care, custody and control of the Seller.

18.5 Disposition of BFE Following Termination

18.5.1 [\*\*\*]

18.5.2 [\*\*\*]

18.5.3 [\*\*\*]

Spirit Airlines - A320 Family Aircraft

LA11-17

18.5.4 [\*\*\*]

18.5.5 [\*\*\*]

UNQUOTE

12. Clause 20 of the Agreement is deleted in its entirety and replaced with the following language between the words "QUOTE" and "UNQUOTE."

QUOTE

20 - ASSIGNMENTS AND TRANSFERS

20.1 Successors and Assigns

Subject to the provisions of this Clause 20, this Agreement will inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This Agreement may not be assigned in whole or in part by either party without the prior written consent of the other, except as specifically provided herein.

20.2 Assignments and Transfers by the Seller

20.2.1 Seller Designations

The Seller may at any time, with notice to the Buyer, designate the Manufacturer, ANACS, any Associated Contractor or any Affiliate of the Seller, or any particular facilities or particular personnel of each, to be responsible for, and/or to provide the goods and services to be provided or performed under this Agreement. No such designation will release the Seller from any of its obligations hereunder.

Spirit Airlines - A320 Family Aircraft

LA11-18

20.2.2 Seller Designations

[\*\*\*]

20.2.3 Transfer of Rights and Obligations upon Reorganization

If at any time the date upon which all the obligations and liabilities of the Seller under this Agreement have been discharged, the legal structure, the membership or the business of the Seller is reorganized or the legal form of the Seller is changed and as a consequence thereof the Seller

wishes the Buyer to accept the substitution of the Seller by another entity within the restructured Airbus group (or the Seller in its new legal form ("Newco") as contemplated below, the Seller will promptly notify the Buyer of its wish.

In such event, the Seller may request the Buyer to enter into a novation agreement and/or other agreement having the same effect whereby the Seller's rights and obligations under this Agreement are novated or transferred in favor of Newco. Upon receipt of such request, the Buyer will enter into a novation agreement and/or other appropriate agreement, provided that the Buyer's rights and obligations under this Agreement are not adversely affected by such novation and/or other agreement.

Until any such novation agreement/other appropriate documentation has come into effect, this Agreement will remain in full force and effect, and each party will act diligently and in good faith to implement the novation agreement and/or other appropriate documentation as soon as practicable after Newco has come into existence.

20.3 Assignments by the Buyer

20.3.1 Assignment on Sale, Merger or Consolidation

[\*\*\*]

Spirit Airlines - A320 Family Aircraft

LA11-19

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20.3.2 Assignment to Affiliate

[\*\*\*]

Spirit Airlines - A320 Family Aircraft

LA11-20

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20.3.3 [\*\*\*]

20.3.4 [\*\*\*]

UNQUOTE

13. Clause 21 of the Agreement is deleted in its entirety and replaced with the following language between words "QUOTE" and "UNQUOTE".

QUOTE

Spirit Airlines - A320 Family Aircraft

LA11-21

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21 - TERMINATION FOR CERTAIN EVENTS

21.1 Buyer Termination Events

21.1.1 Each of the following will constitute a "Buyer Termination Event" under this Agreement and immediately upon the occurrence of a Buyer Termination Event, the Buyer will notify the Seller of such occurrence in writing as provided in Clause 22.2 hereof, provided, however, that any failure by the Buyer to notify the Seller will not prejudice the Seller's rights hereunder:

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- (1) The Buyer commences any case, proceeding or other court action with respect to the Buyer in any jurisdiction relating to bankruptcy, insolvency, reorganization, relief from creditors, arrangement, winding-up, liquidation, dissolution or other relief with respect to its debts (a "Buyer Insolvency Proceeding") or any other party commences a Buyer Insolvency Proceeding against the Buyer and such Insolvency Proceeding remains unstayed, undismissed or undischarged for ninety (90) days.
  - (2) An action is commenced seeking the appointment of a receiver, trustee, custodian or other similar official for the Buyer for all or substantially all of its assets, and such action remains un stayed, undismissed or undischarged for ninety (90) days, or the Buyer makes a general assignment for the benefit of its creditors.
  - (3) An action is commenced against the Buyer seeking issuance of a warrant of attachment, execution, distress or similar process against all or any substantial part of its assets, and such action remains unstayed, undismissed or undischarged for ninety (90) days.
  - (4) The Buyer becomes insolvent or fails generally to pay its debts as they become due.
- (5) [\*\*\*]
- (6) [\*\*\*]
- (7) [\*\*\*]

Spirit Airlines - A320 Family Aircraft

LA11-22

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(8) [\*\*\*]

21.1.2 If a Buyer Termination Event occurs, the Buyer will be in material breach of this Agreement, and the Seller will have the right to resort to any remedy under applicable law, and may, without limitation, by written notice to the Buyer, immediately:

[\*\*\*]

Spirit Airlines - A320 Family Aircraft

LA11-23

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21.1.3 Actual or liquidated damages shall be payable by Buyer promptly, and in any event within ten (10) days of the date of written notice and demand therefor from Seller, such demand to set forth in reasonable detail the calculation of such actual or liquidated damages and shall identify the Termination Event upon which the Seller is relying. The parties agree that the remedy of liquidated damages is not to be denied to the Seller due to the inability of Seller to deliver a notice and demand for payment thereof due to the operation of law following a bankruptcy or other Termination Event under Clause 21.1(1) - (4). The parties further agree that in circumstances where a Termination Event has occurred and the Seller does not cancel this Agreement as to any or all Aircraft, but instead seeks to recover its actual damages resulting therefrom, the amount of actual damages payable by the Buyer shall not exceed the amount of liquidated damages that could have been claimed by Seller pursuant to Clause 21.2 (2) had the Seller elected to claim, as a result of such Termination Event, liquidated damages pursuant to Clause 21.2(2).

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21.1.4 The parties to this Agreement are commercially sophisticated parties represented by competent counsel. The parties expressly agree and declare that damages for material breach of this Agreement by the Buyer resulting in a Termination of this Agreement as to any or all Aircraft have been liquidated at amounts which are reasonable in light of the anticipated or actual harm caused by the Buyer's breach, the difficulties of proof of loss and the nonfeasibility of otherwise obtaining an adequate remedy. It is understood and agreed by the parties that the amount of liquidated damages set forth herein is the total amount of monetary damages, no more and no less, to which the Seller will be entitled for and with respect to any Aircraft as recovery for material breach of this Agreement by Buyer resulting in a Termination by the Seller of this Agreement as to such Aircraft.

21.1.5 The terms "**Affected Aircraft**", "**Applicable Date**" and "**Escalated Price**" are defined as follows:

- (i) "**Affected Aircraft**" - (a) any or all Aircraft with respect to which the Seller has cancelled or terminated this Agreement pursuant to Clause 21.1.2(1)(iv).
- (ii) "**Applicable Date**" - for any Affected Aircraft the date of the Termination Event which the Seller specifies in its notice and demand for payment of liquidated damages delivered under Clause 21.1(3).
- (iii) "**Escalated Price**" - the sum of (i) the Base Price of the Airframe (set forth in Clause 3.1.1 hereof), (ii) the Base Price of SCNs and MSCNs entered into after the date of this Agreement, and (iii) the reference Price of the Propulsion systems, all as escalated to the Applicable Date in accordance with the provisions of Clause 4 of this Agreement.

21.2 [\*\*\*]

21.2.1 [\*\*\*]

21.2.2 [\*\*\*]

21.3 If at any time prior to Scheduled Delivery Date of an Aircraft, the Seller has reasonable grounds for insecurity as to the ability of the Buyer to perform its obligation to take Delivery of such Aircraft, then the Seller will send the Buyer a written demand for adequate assurance of performance. If adequate assurance reasonably acceptable to the Seller is not received within thirty (30) days following the date of such written demand, then the Seller will have the right to either (a) exercise the remedies provided under Section 2-609 of the Uniform Commercial Code or (b) exercise any of its remedies under Clause 21.1.2 of this Agreement.

21.4 [\*\*\*]

UNQUOTE

**14. ASSIGNMENT**

Notwithstanding any other provision of this Letter Agreement 11 or of the Agreement, this Letter Agreement 11 and the rights and obligations of the Buyer hereunder will not be assigned or transferred in any manner without the prior written consent of the Seller, and any attempted assignment or transfer in contravention of the provisions of this Paragraph 5 will be void and of no force or effect.

**15. COUNTERPARTS**

This Letter Agreement 11 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

If the foregoing correctly sets forth our understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AVSA, S.A.R.L.

By: /s/ illegible

Its:

Accepted and Agreed

SPIRIT AIRLINES, INC.

By: /s/ illegible

Its:

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

**AMENDMENT NO. 11**

**TO**

**THE A320 FAMILY PURCHASE AGREEMENT**

**Dated as of May 5, 2004**

**BETWEEN AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.)**

**AND**

**SPIRIT AIRLINES, INC.**

This Amendment No. 11 to the A320 Family Purchase Agreement dated as of May 5, 2004 (hereinafter referred to as the "Amendment"), is entered into as of December 29, 2011, by and between AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.), organized and existing under the laws of the Republic of France, having its registered office located at 1, Rond Point Maurice Bellonte, 31700 Blagnac, France (hereinafter referred to as the "Seller") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (hereinafter referred to as the "Buyer").

WHEREAS, the Buyer and the Seller have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, relating to the sale by the Seller and the purchase by the Buyer of certain firmly ordered Airbus A319-100 and A321-200 model aircraft, which, together with all Exhibits, Appendices, and Letter Agreements attached thereto and as amended by Amendment No. 1 dated as of December 21, 2004, Amendment No. 2 dated as of April 15, 2005, Amendment No. 3 dated as of June 30, 2005, Amendment No. 4 dated as of October 27, 2006, Amendment No. 5 dated as of March 5, 2007, Amendment No. 6 dated as of March 27, 2007, Amendment No. 7 dated as of June 26, 2007, Amendment No. 8 dated as of February 4, 2008, Amendment No. 9 dated as of June 24, 2008, and Amendment No. 10 dated as of July 12, 2009, is hereinafter called the "Agreement."

WHEREAS, the Seller will sell and the Buyer will purchase seventy-five (75) additional Aircraft made up of thirty (30) A320 Group 3 Aircraft and forty-five (45) A320 NEO Aircraft in accordance with the terms set forth herein.

WHEREAS, the Buyer wishes to exercise its right to convert Additional A319 Firm Aircraft to A320 Group 2 Aircraft.

WHEREAS, the Buyer and the Seller wish to amend certain other terms of the Agreement in consideration of the foregoing.

1

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NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

**1 - DEFINITIONS**

1.1 Clause 0 of the Agreement is amended to either modify or add the terms and corresponding definitions set forth in the following quoted text:

**QUOTE**

**A319 Specification** - either (a) the A319 Standard Specification if no SCNs or MSCNs are applicable or (b) if SCNs or MSCNs are issued, the A319 Standard Specification as amended by all applicable SCNs or MSCNs.

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A320 Aircraft - the firmly ordered Conversion A320 Aircraft for which the delivery schedule is set forth in Clause 9.1.1.2 hereof, including the A320 Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the applicable A320 Propulsion Systems installed thereon upon delivery.

A320 Aircraft Iss. 7 Specification - either (a) the A320 Aircraft Iss. 7 Standard Specification if no SCNs or MSCNs are applicable or (b) if SCNs or MSCNs are issued, the A320 Aircraft Iss. 7 Standard Specification as amended by all applicable SCNs or MSCNs.

A320 Aircraft Iss. 7 Standard Specification - the A320 standard specification document number D.000.02000, Issue 7, dated March 31, 2007, published by the Seller, a copy of which is annexed as Exhibit A-2A hereto.

A320 Aircraft Iss. 8 Specification - either (a) the A320 Aircraft Iss. 8 Standard Specification if no SCNs or MSCNs are applicable or (b) if SCNs or MSCNs are issued, the A320 Aircraft Iss. 8 Standard Specification as amended by all applicable SCNs or MSCNs.

A320 Aircraft Iss. 8 Standard Specification - the A320 standard specification document number D.000.02000, Issue 8, dated June 20, 2011, published by the Seller, a copy of which annexed as Exhibit A-2B hereto.

A320 Family Base Period - as defined in Clause 3.1.1.2.4 herein.

A320 Group 1 Aircraft - any or all of the eight (8) firmly ordered A320-200 model aircraft for which the delivery schedule is set forth in Clause 9.1.1.3 hereof, including the A320 Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the applicable A320 Propulsion Systems installed thereon upon delivery.

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2

A320 Group 1 Airframe - any A320 Group 1 Aircraft, excluding the A320 Propulsion Systems.

A320 Group 2 Aircraft - any or all of the twenty-four (24) firmly ordered A320-200 model aircraft for which the delivery schedule is set forth in Clause 9.1.1.3 hereof, including the A320 Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the applicable A320 Propulsion Systems installed thereon upon delivery.

A320 Group 2 Airframe - any A320 Group 2 Aircraft, excluding the A320 Propulsion Systems.

A320 Group 3 Aircraft - any or all of the thirty (30) firmly ordered A320-200 model aircraft for which the delivery schedule is set forth in Clause 9.1.1.4 hereof, including the A320 Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the applicable A320 Propulsion Systems installed thereon upon delivery.

A320 Group 3 Airframe - any A320 Group 3 Aircraft, excluding the Propulsion Systems.

A320 NEO Aircraft - any or all of the forty-five (45) firmly ordered A320-200 model aircraft with the New Engine Option for which the delivery schedule is set forth in Clause 9.1.1.5 hereof, including the A320 NEO Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the applicable A320 NEO Propulsion Systems installed thereon upon delivery.

A320 NEO Airframe - any A320 NEO Aircraft, excluding the A320 NEO Propulsion Systems.

A320 NEO Propulsion Systems - as defined in Clause 2.2.2 herein.

A320 Propulsion Systems - the two (2) IAE V2527-A5 powerplants installed on an A320 Aircraft, A320 Group 1 Aircraft, A320 Group 2 Aircraft, or A320 Group 3 Aircraft at Delivery, each composed of the powerplant (as such term is defined in Chapters 70-80 of ATA Specification 100 (Revision 21), but limited to the equipment, components, parts and accessories included in the powerplant, as so defined) that have been sold to the Seller by the Propulsion Systems manufacturer.

A320 Specification - either (a) the A320 Standard Specification if no SCNs or MSCNs are applicable or (b) if SCNs or MSCNs are issued, the A320 Standard Specification as amended by all applicable SCNs or MSCNs.

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3

A321 Specification - either (a) the A321 Standard Specification if no SCNs or MSCNs are applicable or (b) if SCNs or MSCNs are issued, the A321 Standard Specification as amended by all applicable SCNs MSCNs.

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Aircraft - any or all of the A319 Aircraft, A320 Aircraft, A320 Group 1 Aircraft, A320 Group 2 Aircraft, A320 Group 3 Aircraft, A320 NEO Aircraft and A321 Aircraft to be sold by the Seller and purchased by the Buyer pursuant to this Agreement.

AET - is an acronym for Airbus Equivalent Thrust.

Base Price of the A320 Group 1 Airframe - as defined in Clause 3.1.1.2.4 herein.

Base Price of the A320 Group 2 Airframe - as defined in Clause 3.1.1.2.5 herein.

Base Price of the A320 Group 3 Airframe - as defined in Clause 3.1.1.2.5 herein.

Base Price of the A320 NEO Airframe - as defined in Clause 3.1.1.2.6 herein.

CFMI LEAP-X1A26 Base Price - as defined in Clause 3.1.1.3.4 herein.

CFMI LEAP-X1A26 Reference Price - as defined in Clause 3.1.1.3.4 herein.

CFM International Price Revision Formula - as set forth in Exhibit H-3.

Contractual Definition Freeze - as defined in Clause 2.4.2.

First Quarter or 1<sup>st</sup> Quarter - January, February and March of any given calendar year.

Fourth Quarter or 4<sup>th</sup> Quarter - October, November and December of any given calendar year.

Goods and Services - any goods, excluding Aircraft, and services that may be purchased by the Buyer from the Seller or any of its subsidiaries.

Initial Payment 2011 - as defined in Clause 5.3.2 herein.

Irrevocable SCNs -the list of SCNs set forth in Exhibit A-4C that are irrevocably part of the A320 NEO Aircraft.

NEO Inexcusable Delay - as defined in Clause 11.1.4 herein.

NEO Medium Term Notice Inexcusable Delay - as defined in Clause 11.1.5 herein.

NEO Short Term Notice Inexcusable Delay - as defined in Clause 11.1.6 herein.

New Engine Option or NEO - as defined in Clause 2.1.4.1 herein.

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Propulsion Systems - any A319 Propulsion Systems, A320 Propulsion Systems, A320 NEO Propulsion Systems or A321 Propulsion Systems, as applicable.

Propulsion Systems Manufacturer - International Aero Engines, CFM International or Pratt & Whitney, as applicable.

Propulsion Systems Price Revision Formula - for any of the Propulsion Systems, the applicable price revision formula as set forth in Exhibit H-2, H-3 or H-4.

Propulsion Systems Reference Price - the CFMI LEAP-X1A26 Reference Price or the PW1127G Reference Price, as applicable.

PW1127G Base Price - as defined in Clause 3.1.1.3.5 herein.

PW1127G Reference Price - as defined in Clause 3.1.1.3.5 herein.

PW Price Revision Formula - as set forth in Exhibit H-4.

Quarter - the First Quarter, Second Quarter, Third Quarter or Fourth Quarter.

Ready for Delivery - with respect to any Aircraft, when (i) the Technical Acceptance Process has been successfully completed for such Aircraft and (ii) such Aircraft is eligible to receive an Export Certificate of Airworthiness.

Scheduled Delivery Quarter - as defined in Clause 9.1.1 of the Agreement.

Second Quarter or 2<sup>nd</sup> Quarter - April, May and June of any given calendar year.

Seller Price Revision Formula 2011 - as set forth in Exhibit G-2.

Specification - either or all of the A319 Specification, the A320 Specification, the A320 Aircraft Iss 7. Specification, the A320 Aircraft Iss. 8 Specification or the A321 Specification, as the context may require.

Standard Specification - any or all of the A319 Standard Specification, the A320 Standard Specification, the A320 Aircraft Iss. 7 Standard Specification and the A320 Aircraft Iss. 8 Standard Specification, as applicable.

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Third Quarter or 3<sup>rd</sup> Quarter - July, August and September of any given calendar year.

UNQUOTE

- 1.2 The defined term "ANACS" is deleted in its entirety and replaced with the quoted text below. For all purposes of the Agreement, the term "ANACS" shall be read as "AACS."

QUOTE

AACS - Airbus Americas Customer Services, Inc., a corporation organized and existing under the laws of Delaware, having an office located at 2550 Wasser Terrace, Suite 9100, Herndon, VA 20170, or any successor thereto.

UNQUOTE

**2 - SALE AND PURCHASE**

The Seller shall manufacture, sell and deliver, and the Buyer will purchase from the Seller and take delivery of, seventy-five (75) additional Aircraft made up of all of the A320 Group 3 Aircraft and all of the A320 NEO Aircraft, pursuant to the terms and conditions herein described.

**3 - IRREVOCABLE CONVERSIONS**

The parties hereby agree to irrevocably convert the [\*\*\*] Additional A319 Firm Aircraft [\*\*\*] to A320 Group 2 Aircraft [\*\*\*]

**4 - SPECIFICATION**

- 4.1 Clause 2 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

- 2.1 Aircraft Specification

- 2.1.1 The A319 Aircraft will be manufactured in accordance with the A319 Specification. The A320 Aircraft will be manufactured in accordance with the A320 Specification. The A320 Group 1 Aircraft will be manufactured in accordance with the A320 Aircraft Iss. 7 Specification. The A320 Group 2 Aircraft, A320 Group 3 Aircraft and A320 NEO Aircraft will be manufactured in accordance with the A320 Aircraft Iss. 8 Specification. The A321 Aircraft will be manufactured in accordance with the A321 Specification.

- 2.1.2 New Engine Option

- 2.1.2.1 The Seller is currently developing a new engine option (the "**New Engine Option**" or "**NEO**"), applicable to the A320 family of aircraft. The specification of the A320 NEO Aircraft shall be derived from the current A320 Aircraft Iss. 8 Standard Specification and based on the A320 NEO Propulsion Systems and Sharklets, combined with the required airframe structural adaptations, as well as Aircraft systems and software adaptations required to operate such New Engine Option Aircraft. The foregoing is currently reflected in the Irrevocable SCNs listed in Exhibit A-4C, the implementation of which is hereby irrevocably accepted by the Buyer.

- 2.1.2.2 The New Engine Option shall modify the design weights of the A320 Aircraft Iss. 8 Standard Specification to reflect [\*\*\*]. It is agreed and understood that the above design weights may be updated by the Seller up and until the final NEO specification freeze.

- 2.2 Specification Amendment
-

The parties understand and agree that the Specification may be further amended following signature of this Agreement in accordance with the terms of this Clause 2.2

2.2.1 Specification Change Notice

The Specifications may be amended by execution by the Buyer and the Seller of a Specification Change Notice (SCN) in substantially the form set out in Exhibit B-1 hereto. An SCN will set out the SCN's effectiveness and the particular change to be made to the Specifications and the effect, if any, of such change on design, performance, weight, Delivery Date of the Aircraft affected thereby, interchangeability or replaceability requirements of the Specification and text of the Specification. An SCN may result in an adjustment of the Base Price of the Aircraft, which adjustment if any, will be specified in the SCN.

2.2.2 Development Changes

The Specification may also be amended to incorporate changes deemed necessary by the Seller to improve the Aircraft, prevent delay or ensure compliance with this Agreement ("Development Changes"), as set forth in this Clause 2.2.2.

2.2.2.1 Manufacturer Specification Change Notice

The Specifications may also be amended in writing by the Seller by a Manufacturer's Specification Change Notice (MSCN). Each MSCN will be substantially in the form set out in Exhibit B-2 hereto and will set out the MSCN's effectiveness and the particular change to be made to the Specifications and the effect, if any, of such change on design, Base Price of the Aircraft, performance, weight, Delivery Date of the Aircraft affected thereby, interchangeability or replaceability requirements of the Specification and text of the Specification.

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Except when the MSCN is necessitated by an Aviation Authority directive or by equipment obsolescence, in which case the MSCN shall be accomplished without requiring the Buyer's consent, if the MSCN adversely affects the performance, weight, Base Price of the Aircraft, Delivery Date of the Aircraft affected thereby or the interchangeability or replaceability requirements under the Specification, the Seller shall notify the Buyer of a reasonable period of time during which the Buyer must accept or reject such MSCN. If the Buyer does not notify the Seller of the rejection of the MSCN within such period, the MSCN Shall be deemed accepted by the Buyer and the corresponding modification shall be accomplished.

2.2.2.2 In the event of the Seller revising the Specification to incorporate Development Changes which have no adverse effect on any of the elements as set forth in Clause 2.2.2.1 above, such revision will be performed by the Seller without the Buyer's consent.

In such cases, the Seller will provide to the Buyer the details of all changes in an adapted format and on a regular basis.

2.2.2.3 The Seller is considering turning certain items, which are currently BFE in the Specifications, into Seller furnished equipment, and the parties agree that such BFE items shall be excluded from the provisions of Clauses 2.2.1 and 2.2.2 above and, should they become Seller furnished equipment, shall furthermore be chargeable to the Buyer.

2.3 Propulsion Systems

2.3.1 The Airframe for the A320 Group 1 Aircraft, A320 Group 2 Aircraft and the A320 Group 3 Aircraft will be equipped with a set of two (2) International Aero Engine V2527-A5 Propulsion Systems.

2.3.2 A320 NEO Propulsion Systems

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Each A320 NEO Airframe will be equipped with a set of two (2) CFM International LEAP-X1A26 engines, [\*\*\*] or Pratt & Whitney PW1127G engines [\*\*\*] (such set, upon selection, an "**A320 NEO Propulsion System**").

2.3.3 If the Buyer has not selected the A320 NEO Propulsion Systems as of the date of Amendment No. 11 [\*\*\*].

## 2.4 Customization Milestones Chart

2.4.1 Within a reasonable period following signature of the Agreement, the Seller will provide the Buyer with a customization milestones chart (the "**Customization Milestone Chart**"), setting out how far in advance of the Scheduled Delivery Month of the Aircraft an SCN must be executed in order to integrate into the Specification any items requested by the Buyer from the Seller's catalogues of Specification change options (the "**Option Catalogues**").

### 2.4.2 Contractual Definition Freeze

The Customization Milestone Chart shall in particular define the date(s) by which the contractual definition of the Aircraft must be finalized and all SCNs need to have been executed by the Buyer in order to enable their incorporation into the manufacturing of the Aircraft and Delivery of the Aircraft in the Scheduled Delivery Month. Each such date shall be referred to as a "CDF Date".

UNQUOTE

## 5 - **DELIVERY**

Clause 9.1.1 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

9.1.1 Subject to Clauses 2, 7, 8, 10 and 18, the Seller will have the Aircraft Ready for Delivery at the Delivery Location within the following calendar quarters (each a "**Scheduled Delivery Quarter**") or months (each a "**Scheduled Delivery Month**").

9.1.1.1 The Scheduled Delivery Months for the A319 Aircraft are as follows:

A319 Aircraft	Quantity	Month	Year	CAC ID No.
A319 Firm Aircraft	1	October	2006	179484
A319 Firm Aircraft	1	October	2006	179485
A319 Firm Aircraft	1	November	2006	179486
A319 Firm Aircraft	1	November	2006	179487
A319 Firm Aircraft	1	December	2006	179488
A319 Firm Aircraft	1	February	2008	179493
A319 Firm Aircraft	1	February	2008	179494

9.1.1.2 The Scheduled Delivery Months for the A320 Aircraft are as follows:

A320 Aircraft	Quantity	Month	Year	CAC ID No.
Conversion A320 Aircraft	1	November	2011	179491
Conversion A320 Aircraft	1	December	2011	179492

9.1.1.3 The Scheduled Delivery Months for the A320 Group 1 Aircraft and A320 Group 2 Aircraft are as follows:

A320 Group 2 Aircraft

1 [\*\*\*] [\*\*\*] [\*\*\*]

A320 Group 2 Aircraft

1 [\*\*\*] [\*\*\*] [\*\*\*]

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9.1.1.4 The Scheduled Delivery Quarters for the A320 Group 3 Aircraft are as follows:

Aircraft Type	Number of Aircraft	Quarter/Year
A320 Group 3 Aircraft	3	[***]
A320 Group 3 Aircraft	3	[***]
A320 Group 3 Aircraft	2	[***]
A320 Group 3 Aircraft	2	[***]
A320 Group 3 Aircraft	4	[***]
A320 Group 3 Aircraft	4	[***]
A320 Group 3 Aircraft	4	[***]
A320 Group 3 Aircraft	3	[***]
A320 Group 3 Aircraft	5	[***]

9.1.1.5 The Scheduled Delivery Quarters for the A320 NEO Aircraft are as follows:

Aircraft Type	Number of Aircraft	Quarter/Year
A320 NEO Aircraft	1	[***]
A320 NEO Aircraft	2	[***]
A320 NEO Aircraft	1	[***]
A320 NEO Aircraft	2	[***]
A320 NEO Aircraft	3	[***]
A320 NEO Aircraft	3	[***]
A320 NEO Aircraft	3	[***]
A320 NEO Aircraft	3	[***]
A320 NEO Aircraft	4	[***]
A320 NEO Aircraft	3	[***]
A320 NEO Aircraft	3	[***]
A320 NEO Aircraft	3	[***]
A320 NEO Aircraft	4	[***]
A320 NEO Aircraft	3	[***]
A320 NEO Aircraft	3	[***]
A320 NEO Aircraft	4	[***]
A320 NEO Aircraft	3	[***]
A320 NEO Aircraft	3	[***]
A320 NEO Aircraft	4	[***]

9.1.1.6 In respect of each Aircraft for which a Scheduled Delivery Quarter is set forth in Clauses 9.1.1.4 and 9.1.1.5 above, the Seller will communicate to the Buyer the Scheduled Delivery Month [\*\*\*].

UNQUOTE



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## 6 - **PRICE**

6.1 New Clauses 3.1.1.2.4, 3.1.1.2.5 and 3.1.1.2.6 are added to the Agreement as set forth in the quoted text below:

### QUOTE

3.1.1.2.4 A320 Group 1 Airframe

The "Base Price of the A320 Group 1 Airframe" is the sum of the Base Prices set forth below in (i) and (ii):

- (i) The Base Price of the A320 Group 1 Airframe, as defined in the A320 Aircraft Iss. 7 Standard Specification (excluding Buyer Furnished Equipment and SCNs) including nacelles and thrust reversers, is:

- [\*\*\*]  
(ii) The sum of the base prices of any and all SCNs set forth in Exhibit A-4A hereto, which is:

[\*\*\*]  
The Base Price of the A320 Group 1 Airframe has been established in accordance with the average economic conditions prevailing in December 2009, January 2010, February 2010 and corresponding to a theoretical delivery in January 2011 (the "**A320 Family Base Period**").

3.1.1.2.5 A320 Group 2 Airframe and A320 Group 3 Airframe

The "Base Price of the A320 Group 2 Airframe" and the "Base Price of the A320 Group 3 Airframe" is the sum of the Base Prices set forth below in (i) and (ii):

- (i) the Base Price of the A320 Group 2 Airframe and the Base Price of the A320 Group 3 Airframe, as defined in the A320 Aircraft Iss. 8 Standard Specification (excluding Buyer Furnished Equipment and SCNs) including nacelles and thrust reversers, is:

- [\*\*\*] and  
(ii) the sum of the base prices of any and all SCNs set forth in Exhibit A-4B is:

[\*\*\*]  
The Base Price of the A320 Group 2 Airframe and the Base Price of the A320 Group 3 Airframe have been established in accordance with the average economic conditions prevailing in the A320 Family Base Period.

3.1.1.2.6 Base Price of the A320 NEO Airframe

The "Base Price of the A320 NEO Airframe" is the sum of the following base prices:

- (i) the base price of the A320 NEO Airframe as defined in the A320 Aircraft Iss. 8 Standard Specification (excluding Buyer Furnished Equipment), including nacelles and thrust reversers, is:

- [\*\*\*] and  
(ii) the sum of the base prices of any and all SCNs (other than Irrevocable SCNs to the extent included in clause (iii) below) set forth in Exhibit A-4C is:

- [\*\*\*] and  
(iii) the sum of the base prices of the Irrevocable SCNs set forth in Exhibit A-4C is the sum of:

- (a) the base price of the New Engine Option is:

- [\*\*\*] and  
(b) the base price of the Sharklets is:  
[\*\*\*] and  
(iv) the base price of the master charge engine, which is only chargeable in the case of A320 NEO Aircraft equipped with the CFMI LEAP-X1A26 Propulsion System, is:  
[\*\*\*].

The Base Price of the A320 NEO Airframe has been established in accordance with the average economic conditions prevailing in the A320 Family Base Period.

UNQUOTE

6.2 New Clauses 3.1.1.3.4 and 3.1.1.3.5 are added to the Agreement as set forth in the quoted text below:

QUOTE

- 3.1.1.3.4 The base price (the "**CFMI LEAP-X1A26 Base Price**") of a set of two (2) CFM International LEAP-X1A26 engines is:  
[\*\*\*]

13

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Said base price has been established in accordance with the delivery conditions prevailing in January 2010 and has been calculated from the reference price (the "**CFMI LEAP-X1A26 Reference Price**") indicated by the NEO Propulsion System Manufacturer of [\*\*\*].

- 3.1.1.3.5 The base price (the "**PW1127G Base Price**") of a set of two (2) Pratt & Whitney PW1127G engines is:  
[\*\*\*].

Said base price has been established in accordance with the delivery conditions prevailing in January 2010 and has been calculated from the reference price (the "**PW1127G Reference Price**") indicated by the Propulsion System Manufacturer of [\*\*\*].

- 3.1.1.3.6 Notwithstanding the foregoing, the Propulsion Systems Reference Prices correspond to the thrust ratings defined for the respective Propulsion Systems in Clause 2.3.2 and may be revised to reflect thrust rating adjustments upon final NEO specification freeze.

UNQUOTE

6.3 New Clauses 3.2.4 and 3.2.5 are added to the Agreement as set forth in the following quoted text:

QUOTE

- 3.2.4 The Final Contract Price of an A320 Group 1 Aircraft, A320 Group 2 Aircraft and A320 Group 3 Aircraft will be the sum of:

- (i) the Base Price of the A320 Group 1 Airframe, A320 Group 2 Airframe or A320 Group 3 Airframe, as applicable, as adjusted to the Delivery Date of such Aircraft, in accordance with the Seller Price Revision Formula 2011;
- (ii) the price of any SCNs for the A320 Group 1 Aircraft, A320 Group 2 Aircraft or A320 Group 3 Aircraft, as applicable, entered into after the date of signature of this Agreement, as adjusted to the Delivery Date of such Aircraft, in accordance with the Seller Price Revision Formula 2011;
- (iii) the Reference Price of the A320 Propulsion Systems constituting a part of such A320 Group 1 Aircraft, A320 Group 2 Aircraft or A320 Group 3 Aircraft, as applicable, and as adjusted to the Delivery Date of such Aircraft, in accordance with the Propulsion Systems Price Revision Formula;

- 
- (iv) the aggregate of all increases or decreases to the Propulsion Systems Reference Price as agreed in any Specification Change Notice or part thereof applicable to the Propulsion Systems subsequent to the date of this Agreement as revised as of the Delivery Date in accordance with Clause 4.2; and
  - (v) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the A320 Group 1 Aircraft, A320 Group 2 Aircraft or A320 Group 3 Aircraft, as applicable.

3.2.5 The Final Contract Price of an A320 NEO Aircraft will be the sum of:

- (i) the Base Price of the A320 NEO Airframe, as adjusted to the Delivery Date of such A320 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
- (ii) the price of any SCNs for the A320 NEO Aircraft entered into after the date of signature of this Amendment, as adjusted to the Delivery Date of such A320 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
- (iii) the Propulsion Systems Reference Price, as adjusted to the Delivery Date of such A320 NEO Aircraft in accordance with the relevant Propulsion Systems Price Revision Formula;
- (iv) the aggregate of all increases or decreases to the Propulsion Systems Reference Price as agreed in any Specification Change Notice or part thereof applicable to the Propulsion Systems subsequent to the date of this Agreement as revised as of the Delivery Date in accordance with Clause 4.2; and
- (v) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the A320 NEO Aircraft.

**UNQUOTE**

6.4 The following exhibits, as set forth in Appendix 1 hereto, are added to the Agreement:

- (i) Exhibit A-2A, A320 Aircraft Iss. 7 Standard Specification,
- (ii) Exhibit A-2B, A320 Aircraft Iss. 8 Standard Specification,
- (iii) Exhibit A-4A, SCNs for A320 Group 1 Aircraft,
- (iv) Exhibit A-4B, SCNs for A320 Group 2 Aircraft and A320 Group 3 Aircraft, and
- (v) Exhibit A-4C, SCNs for A320 NEO Aircraft.

**7 - PRICE REVISION**

7.1 Clauses 4.1 and 4.2 of the Agreement are deleted in their entirety and replaced by the following quoted text:

QUOTE

4.1 Seller Price Revision Formula

- (i) The Base Prices of the A319 Airframe, A320 Airframe and A321 Airframe as set forth in Clauses 3.1.1.2.1, 3.1.1.2.2, 3.1.1.2.3 and of Specification Change Notices are subject to revision up to and including the Delivery Date, in accordance with the Seller Price Revision Formula.
- (ii) The Base Price of the A320 Group 1 Airframe, the Base Price of the A320 Group 2 Airframe, the Base Price of the A320 Group 3 Airframe and the Base Price of the A320 NEO Airframe as set forth in Clauses 3.1.1.2.4, 3.1.1.2.5, 3.1.1.2.6 and of Specification Change Notices are subject to revision up to and including the Delivery Date, in accordance with the Seller Price Revision Formula 2011.

4.2 Propulsion Systems Price Revision

The Propulsion Systems Reference Price applicable to any of the Propulsion Systems is subject to revision up to and including the applicable Delivery Date in accordance with the applicable Propulsion Systems Price Revision Formula.

UNQUOTE

7.2 The following exhibits, as set forth in Appendix 2 hereto, are added to the Agreement:

- (i) Exhibit G-2, Seller Price Revision Formula 2011,
- (ii) Exhibit H-3, CFM International Price Revision Formula, and
- (iii) Exhibit H-4, PW Price Revision Formula.

**8 - CONDITION PRECEDENT**

It is a condition precedent to the effectiveness of this Amendment that at the time of execution hereof, no event shall have occurred which constitutes a Termination Event under the Agreement.

**9 - EFFECT OF THE AMENDMENT**

9.1 The Agreement as amended by this Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.

9.2 The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. Both parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

**10 - CONFIDENTIALITY**

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The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Amendment strictly confidential and are subject to the terms and conditions contained in Clause 22.7 of the Agreement.

**11 - GOVERNING LAW**

- 11.1 THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.
- 11.2 IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**12 - COUNTERPARTS**

This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed will be an original, but all such counterparts will together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

17

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

SPIRIT AIRLINES, INC.

AIRBUS S.A.S.

By: /s/ David Lancelot  
Its: Senior VP and Chief Financial Officer

By: /s/ Christophe Mourey  
Its: Senior Vice President Contracts

18

**APPENDIX 1**

Exhibit A-2A	A320 Aircraft Iss. 7 Standard Specification
Exhibit A-2B	A320 Aircraft Iss. 8 Standard Specification
Exhibit A-4A	SCNs for A320 Group 1 Aircraft
Exhibit A-4B	SCNs for A320 Group 2 Aircraft and A320 Group 3 Aircraft
Exhibit A-4C	SCNs for A320 NEO Aircraft

EXHIBIT A-2A

**A320 Aircraft Iss. 7 Standard Specification**

EXHIBIT A-2B

**A320 Aircraft Iss. 8 Standard Specification**

EXHIBIT A-4A

**SCNs for A320 Group 1 Aircraft**

[\*\*\*]

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EXHIBIT A-4B

**SCNs for A320 Group 2 Aircraft and A320 Group 3 Aircraft**

[\*\*\*]

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EXHIBIT A-4C

**SCNs for A320 NEO Aircraft**

[\*\*\*]

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**APPENDIX 2**

Exhibit G-2	Seller Price Revision Formula 2011
Exhibit H-3	CFM International Price Revision Formula
Exhibit H-4	PW Price Revision Formula

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EXHIBIT G-2

**SELLER PRICE REVISION FORMULA 2011**

**1.1 Base Prices**

The Base Prices of the Airframes of the applicable Aircraft are as quoted in Clause 3.1 of the Agreement and are subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics and in accordance with the provisions hereof.

**1.2 Base Period**

The Base Prices of the Airframes of the applicable Aircraft have been established in accordance with the average economic conditions prevailing in December 2009, January 2010, February 2010 and corresponding to a theoretical delivery in January 2011 as defined by "ECIb" and "ICb" index values indicated hereafter.

**1.3 Indexes**

Labor Index: "Employment Cost Index for Workers in Aerospace manufacturing" hereinafter referred to as "ECI336411W", quarterly published by the US Department of Labor, Bureau of Labor Statistics, in "NEWS", and found in: Table 9, "WAGES and SALARIES (not seasonally adjusted): Employment Cost Indexes for Wages and Salaries for private industry workers by industry and occupational group", or such other name that may be from time to time used for the publication title and/or table, (Aircraft manufacturing, NAICS Code 336411, base month and year December 2005 = 100).

The quarterly value released for a certain month (March, June, September and December) shall be the one deemed to apply for the two (2) preceding months.

Index code for access on the Web site of the US Bureau of Labor Statistics: CIU2023211000000I.

Material Index: "Industrial Commodities" (hereinafter referred to as "IC") as published in "PPI Detailed report" (found in Table 6. "Producer price indexes and percent changes for commodity groupings and individual items not seasonally adjusted" or such other names that may be from time to time used for the publication title and/or table). (Base Year 1982 = 100).

Index code for access on the Web site of the US Bureau of Labor Statistics: WPU03THRU15.

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**1.4 Revision Formula**

[\*\*\*]

**1.5 General Provisions**

**1.5.1 Rounding**

The Labor Index average and the Material Index average shall be computed to the first decimal. If the next succeeding place is five (5) or more, the preceding decimal place shall be raised to the next higher figure.

Each quotient shall be rounded to the nearest thousandth (4 decimals). If the next succeeding place is five (5) or more, the preceding decimal place shall be raised to the next higher figure.

The final factor shall be rounded to the nearest ten thousandth (4 decimals).

The final price shall be rounded to the nearest whole number (0.5 or more rounded to 1).

**1.5.2 Substitution of Indexes for Airbus Price Revision Formula**

If,

(i) the United States Department of Labor substantially revises the methodology of calculation of the Labor Index or the Material Index as used in the Airbus Price Revision Formula, or

(ii) the United States Department of Labor discontinues, either temporarily or permanently, such Labor Index or such Material Index, or

(iii) the data samples used to calculate such Labor Index or such Material Index are substantially changed;

AIRBUS shall select a substitute index for inclusion in the Airbus Price Revision Formula (the "**Substitute Index**").

The Substitute Index shall reflect as closely as possible the actual variance of the Labor Costs or of the material costs used in the calculation of the original Labor Index or Material Index as the case may be.

As a result of the selection of the Substitute Index, AIRBUS shall make an appropriate adjustment to the Airbus Price Revision Formula to combine the successive utilization of the original Labor Index or Material Index (as the case may be) and of the Substitute Index.

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**1.5.3 Final Index Values**

The index values as defined in Paragraph 1.4. hereof shall be considered final and no further adjustment to the basic prices as revised at delivery of the Aircraft shall be made after Aircraft delivery for any subsequent changes in the published index values.

**1.5.4 Limitation**

[\*\*\*]

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EXHIBIT H-3

**CFM INTERNATIONAL PRICE REVISION FORMULA**

**1.1 Reference Price of the NEO Propulsion Systems**

The Reference Prices for a set of two (2) CFM INTERNATIONAL LEAP-X series engines are as set forth in Clause 3.1.1.3 of the Agreement.

These Reference Prices are subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics and in accordance with the provisions of Paragraphs 1.4 and 1.5 hereof.

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## **1.2 Reference Period**

These Reference Prices have been established in accordance with the economic conditions prevailing for a theoretical delivery in January 2010 as defined by CFM INTERNATIONAL by the Reference Composite Price Index (CPI) 186.92.

## **1.3 Indexes**

**Labor Index:** "Employment Cost Index for Workers in Aerospace manufacturing" hereinafter referred to as "**ECI336411W**", quarterly published by the US Department of Labor, Bureau of Labor Statistics, in "NEWS", and found in: Table 9, "WAGES and SALARIES (not seasonally adjusted): Employment Cost Indexes for Wages and Salaries for private industry workers by industry and occupational group", or such other name that may be from time to time used for the publication title and/or table, (Aircraft manufacturing, NAICS Code 336411, base month and year December 2005 = 100, hereinafter multiplied by 1.777 and rounded to the first decimal place).

The quarterly value released for a certain month (March, June, September and December) shall be the one deemed to apply for the two preceding months. Index code for access on the Web site of the US Bureau of Labor Statistics: CIU20232110000001

**Material Index:** "Industrial Commodities" (hereinafter referred to as "**IC**") as published in "PPI detailed report" (found in Table 6. "Producer price indexes and percent changes for commodity groupings and individual items not seasonally adjusted" or such other names that may be from time to time used for the publication title and/or table). (Base Year 1982 = 100).

Index code for access on the Web site of the US Bureau of Labor Statistics: WPU03THRU15.

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## **1.4 Revision Formula**

[\*\*\*]

## **1.5 General Provisions**

### **1.5.1 Roundings**

(i) The Material Index average (ICn) shall be rounded to the nearest second decimal place and the Labor Index average (ECIn) shall be rounded to the nearest first decimal place.

(ii) CPIn shall be rounded to the nearest second decimal place.

(iii) The final factor (CPIn/186.92) shall be rounded to the nearest third decimal place.

If the next succeeding place is five (5) or more, the preceding decimal place shall be raised to the next higher figure. After final computation Pn shall be rounded to the nearest whole number (0.5 rounds to 1).

### **1.5.2 Final Index Values**

The revised Reference Price at the date of Aircraft Delivery shall not be subject to any further adjustments in the indexes.

### **1.5.3 Interruption of Index Publication**

If the US Department of Labor substantially revises the methodology of calculation or discontinues any of these indexes referred to hereabove, AIRBUS shall reflect the substitute for the revised or discontinued index selected by CFM INTERNATIONAL, such substitute index to lead in application to the same adjustment result, insofar as possible, as would have been achieved by continuing the use of the original index as it may have fluctuated had it not been revised or discontinued.

Appropriate revision of the formula shall be made to accomplish this result.

### **1.5.4 Annulment of the Formula**

Should the above escalation provisions become null and void by action of the US Government, the Reference Price shall be adjusted due to increases in the costs of labor and materiel which have occurred from the period represented by the applicable Reference Composite Price Index to the twelfth (12th) month prior to the scheduled month of Aircraft Delivery.

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1.5.5 Limitation

[\*\*\*]

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EXHIBIT H-4

**PRATT AND WHITNEY PRICE REVISION FORMULA**

**1.1 Reference Price of the Propulsion Systems**

The Reference Prices for a set of two (2) PRATT AND WHITNEY PW1100G Engines are as set forth in Clause 3.1.1.3 of the Agreement.

These Reference Prices are subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics, and in accordance with the provisions hereof.

**1.2 Base Period**

These Reference Prices have been established in accordance with the average economic conditions prevailing in December 2008, January 2009, February 2009 and corresponding to a theoretical delivery in January 2010 as defined by "ECIb", "ICb" and "C10b" index values indicated hereafter.

**1.3 Indexes**

Labor Index: "Employment Cost Index for Workers in Aerospace manufacturing" hereinafter referred to as "**ECI336411W**", quarterly published by the US Department of Labor, Bureau of Labor Statistics, in "NEWS", and found in Table 9, "WAGES and SALARIES (not seasonally adjusted): Employment Cost Indexes for Wages and Salaries for private industry workers by industry and occupational group", or such other name that may be from time to time used for the publication title and/or table, (Aircraft manufacturing, NAICS Code 336411, base month and year December 2005 = 100).

The quarterly value released for a certain month (March, June, September and December) shall be the one deemed to apply for the two preceding months. Index code for access on the Web site of the US Bureau of Labor Statistics: CIU20232110000001.

Material Index: "Industrial Commodities" (hereinafter referred to as "**IC**") as published in "PPI Detailed Report" (found in Table 6. "Producer Price indexes and percent changes for commodity and service groupings and individual items not seasonally adjusted" or such other names that may be from time to time used for the publication title and/or table). (Base Year 1982 = 100).

Index code for access on the Web site of the US Bureau of Labor Statistics: WPU03THRU15

Metal Index: "Metals and metal products" Code 10" (hereinafter referred to as "**C10**") as published in "PPI Detailed Report" (found in Table 6. "Producer Price indexes and percent changes for commodity and service groupings and individual items not seasonally adjusted" or such other names that may be from time to time used for the publications title and/or table). (Base 1982 = 100).

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Index code for access on the Web site of the US Bureau of Labor Statistics: WPU10.

**1.4 Revision Formula**

[\*\*\*]

**1.5 General Provisions**

**1.5.1 Roundings**

The Labor Index average, the Material Index average, and the Metal Index average shall be computed to the first decimal. If the next succeeding place is five (5) or more, the preceding decimal place shall be raised to the next higher figure.

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Each quotient (ECIn/ECIb), (ICn/ICb) and (C10n/C10b) shall be rounded to the nearest ten-thousandth (4 decimals). If the next succeeding place is five (5) or more, the preceding decimal place shall be raised to the next higher figure.

The final factor shall be rounded to the nearest ten-thousandth (4 decimals).

The final price shall be rounded to the nearest whole number (0.5 or more rounded to 1).

1.5.2

Substitution of Indexes for Price Revision Formula

If:

- (i) the United States Department of Labor substantially revises the methodology of calculation of the Labor Index, the Material Index, or the Metal Index as used in the Price Revision Formula, or
- (ii) the United States Department of Labor discontinues, either temporarily or permanently, such Labor Index, such Material Index, or such Metal Index, or
- (iii) the data samples used to calculate such Labor Index, such Material Index, or such Metal Index are substantially changed;

Pratt and Whitney shall select a substitute index for inclusion in the Price Revision Formula (the "**Substitute Index**") and AIRBUS shall reflect such Substitute Index.

The Substitute Index shall reflect as closely as possible the actual variance of the labor costs, of the material costs, or of the metal costs used in the calculation of the original Labor Index, Material Index, or Metal Index as the case may be.

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As a result of the selection of the Substitute Index, an appropriate adjustment to the Price Revision Formula shall be performed, to combine the successive utilization of the original Labor Index, Material Index or Metal Index (as the case may be) and of the Substitute Index.

1.5.3

Final Index Values

The Index values as defined in Paragraph 1.4 above shall be considered final and no further adjustment to the adjusted Reference Price as revised at Aircraft Delivery (or payment of such revised amounts, as the case may be) shall be respectively made after Aircraft Delivery (or payment of such adjusted amounts, as the case may be) for any subsequent changes in the published Index values.

1.5.4

Limitation

[\*\*\*]

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LETTER AGREEMENT NO. 1

TO

AMENDMENT NO. 11

As of December 29, 2011

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: PURCHASE INCENTIVES

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "**Buyer**") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "**Seller**") have entered into Amendment No. 11, of even date herewith (the "**Amendment**"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended from time to time (the "**Agreement**"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 1 to the Amendment (the "**Letter Agreement**") certain additional terms and conditions regarding the

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purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

## **1 A320 GROUP 1 AIRCRAFT AND A320 GROUP 2 AIRCRAFT**

In respect of each A320 Group 1 Aircraft and A320 Group 2 Aircraft, the Seller will provide to the Buyer the following credits (collectively, the "A320 Aircraft Credit Memoranda"):

[\*\*\*].

The A320 Aircraft Credit Memoranda are quoted at delivery conditions prevailing in the A320 Family Base Period and will be adjusted in accordance with the Seller Price Revision Formula 2011, as adjusted in accordance with Paragraph 5 of this Letter Agreement.

[\*\*\*]

1.4 Any and all credit memoranda granted to the Buyer, prior to the date of the Amendment, for the Conversion A320 Aircraft (excluding Conversion A320 Aircraft with CAC ID Numbers 179491 and 179492), and the Converted Additional A320 Aircraft, now A320 Group 1 Aircraft and A320 Group 2 Aircraft, respectively, are hereby cancelled and superseded by the A320 Aircraft Credit Memoranda in Paragraph 1 above.

## **2 A320 GROUP 3 AIRCRAFT**

In respect of each A320 Group 3 Aircraft, the Seller will provide to the Buyer the following credits (collectively, the "A320 Group 3 Aircraft Credit Memoranda"):

[\*\*\*].

The A320 Group 3 Aircraft Credit Memoranda are quoted at delivery conditions prevailing in the A320 Family Base Period and will be adjusted in accordance with the Seller Price Revision Formula 2011, as adjusted in accordance with Paragraph 5 of this Letter Agreement.

[\*\*\*]

## **3 SPECIFICATION CHANGES CREDIT MEMORANDA**

[\*\*\*]

## **4 A320 NEO AIRCRAFT**

A320 NEO Aircraft Credit Memoranda

4.1.1 In respect of each A320 NEO Aircraft, the Seller will provide to the Buyer the following credits (collectively, the "**A320 NEO Aircraft Credit Memoranda**"):

[\*\*\*].

4.1.2 The A320 NEO Aircraft Credit Memoranda are quoted at delivery conditions prevailing in the A320 Family Base Period and will be adjusted in accordance with the Seller Price Revision Formula 2011, as adjusted in accordance with Paragraph 5 of this Letter Agreement.

4.1.3 [\*\*\*]

Additional A320 NEO Credit Memorandum

4.1.4 [\*\*\*]

4.1.5 [\*\*\*]

## 5 ESCALATION PROTECTION

[\*\*\*]

For all purposes of calculating the average annually compounded rates of escalation yielded by the Seller Price Revision Formula 2011, such amounts will be prorated to reflect the actual number of months between the A320 Family Base Period and the month of Aircraft Delivery.

## 6 SAVE CREDIT

[\*\*\*]

The Save Credit will be deemed an A320 Group 3 Aircraft Credit Memoranda as set forth in Paragraph 2 of this Letter Agreement.

QUOTE

1.2 Save Credit

1.2.1 [\*\*\*]

1.2.2 [\*\*\*]

UNQUOTE

## 7 ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

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3

## 8 CONFIDENTIALITY

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Letter Agreement strictly confidential and are subject to the terms and conditions contained in Clause 22.7 of the Agreement.

## 9 GOVERNING LAW

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

## 10 COUNTERPARTS

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

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4

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

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Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: Senior Vice President Contracts

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ David Lancelot

Its: Senior VP and Chief Financial Officer

5

LETTER AGREEMENT NO. 2

TO

AMENDMENT NO. 11

As of December 29, 2011

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: PAYMENT TERMS

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "Seller") have entered into Amendment No. 11, of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended from time to time (the "Agreement"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 2 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1

## 1 PAYMENT TERMS

1.1 A new Clause 5.2.2.3 is added to the Agreement as set forth in the quoted text below:

QUOTE

5.2.2.3 The Predelivery Payment Reference Price for the A320 Group 3 Aircraft and the A320 NEO Aircraft is defined as:

[\*\*\*].

UNQUOTE

1.2 New Clauses 5.2.3 C and 5.2.3 D are added to the Agreement as set forth in the quoted text below:

QUOTE

C. Predelivery Payments for each A320 Group 3 Aircraft will be paid to the Seller according to the following schedule:

Payment Date		Percentage of Predelivery Payment Reference Price
[***]	[***]	[***]
	[***]	
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]		[***]

D. Predelivery Payments for each A320 NEO Aircraft will be paid to the Seller according to the following schedule:

Until the Buyer notifies the Seller of its NEO Propulsion Systems selection, Predelivery Payments will be calculated [\*\*\*].

Upon NEO Propulsion System selection, the amount of Predelivery Payments due to the Seller (i) from signature of the Amendment to and including the date the Seller is notified by the Buyer of its selection (the "**Selection Date**") will be adjusted to reflect the NEO Propulsion System Reference Price of the selected NEO Propulsion System and the Buyer will immediately pay to the Seller any Predelivery Payments that may be due and (ii) from the Selection Date, the amount of Predelivery Payments will be calculated using the NEO Propulsion System Reference Price of the selected NEO Propulsion System.

## UNQUOTE

3

1.3

The first Paragraph in Clause 5.3 of the Agreement is renumbered to Clause 5.3.1 and revised to read as follows:

## QUOTE

### 5.3.1 Initial Payment

The Seller acknowledges that it has received from the Buyer the sum of [\*\*\*] (the "**Initial Payment**"). [\*\*\*]

## UNQUOTE

1.4

A new Clause 5.3.2 is added to the Agreement as set forth in the quoted text below:

## QUOTE

### 5.3.2 Initial Payment for A320 Group 3 Aircraft and A320 NEO Aircraft

The Seller acknowledges that it has received from the Buyer the sum of [\*\*\*] per A320 Group 3 Aircraft and A320 NEO Aircraft (the "Initial Payment 2011") for an aggregate total of [\*\*\*].

## UNQUOTE

## **2 ASSIGNMENT**

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

## **3 CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Letter Agreement strictly confidential and are subject to the terms and conditions contained in Clause 22.7 of the Agreement.

## **4 GOVERNING LAW**

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

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IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

## **5 COUNTERPARTS**

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

5

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: Senior Vice President Contracts

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ David Lancelot

Its: Senior VP and Chief Financial Officer

6

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LETTER AGREEMENT NO. 3

TO

AMENDMENT NO. 11

As of December 29, 2011

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: FLEXIBILITY

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "Seller") have entered into Amendment No. 11, of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended from time to time (the "Agreement"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 3 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

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1

## 1 DEFINITIONS

1.1 Clause 0 of the Agreement is amended to add the terms and corresponding definitions set forth in the following quoted text:

### QUOTE

A319 Aircraft Iss. 7 Specification - either (a) the A319 Aircraft Iss. 7 Standard Specification if no SCNs or MSCNs are applicable or (b) if SCNs or MSCNs are issued or deemed issued, the A319 Aircraft Iss. 7 Standard Specification as amended by all applicable SCNs and MSCNs.

A319 Aircraft Iss. 7 Standard Specification - the A319 standard specification document number J.000.01000, Issue 7, dated June 20, 2011, published by the Seller, a copy of which annexed as Exhibit A-1A hereto.

A321 Aircraft Iss. 5 Specification - either (a) the A321 Aircraft Iss. 5 Standard Specification if no SCNs or MSCNs are applicable or (b) if SCNs or MSCNs are issued or deemed issued, the A321 Aircraft Iss. 5 Standard Specification as amended by all applicable SCNs and MSCNs.

A321 Aircraft Iss. 5 Standard Specification - the A321 standard specification document number E.000.02000, Issue 5, dated June 20, 2011, published by the Seller, a copy of which annexed as Exhibit A-3A hereto.

A319 NEO Aircraft - any or all of the A320 NEO Aircraft converted to firmly ordered A319-100 model aircraft with the New Engine Option, including the A319 NEO Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the applicable A319 NEO Propulsion Systems installed thereon upon Delivery.

A321 NEO Aircraft - any or all of the A320 NEO Aircraft converted to firmly ordered A321-200 model aircraft with the New Engine Option, including the A321 NEO Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the applicable A321 NEO Propulsion Systems installed thereon upon Delivery.

A319 NEO Airframe - any A319 NEO Aircraft, excluding the A319 NEO Propulsion Systems.

A321 NEO Airframe - any A321 NEO Aircraft, excluding the A321 NEO Propulsion Systems.

A319 NEO Propulsion Systems - as defined in Clause 2.2.2 herein.

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A321 NEO Propulsion Systems - as defined in Clause 2.2.2 herein.

Aircraft - any or all of the A319 Aircraft, A319 NEO Aircraft, A320 Aircraft, A320 Group 1 Aircraft, A320 Group 2 Aircraft, A320 Group 3 Aircraft, A320 NEO Aircraft, A321 Aircraft and A321 NEO Aircraft to be sold by the Seller and purchased by the Buyer pursuant to this Agreement.

Base Price of the A319 NEO Airframe - as defined in Clause 3.1.1.2.6 of the Agreement.

Base Price of the A321 NEO Airframe - as defined in Clause 3.1.1.2.7 of the Agreement.

CFMI LEAP-X1A24 Base Price - as defined in Clause 3.1.1.3.6 of the Agreement.

CFMI LEAP-X1A24 Reference Price - as defined in Clause 3.1.1.3.6 of the Agreement.

CFMI LEAP-X1A32 Base Price - as defined in Clause 3.1.1.3.8 of the Agreement.

CFMI LEAP-X1A32 Reference Price - as defined in Clause 3.1.1.3.8 of the Agreement.

Irrevocable SCNs - the list of SCNs set forth in Exhibits A-4C, A-4D and A-4E that are irrevocably part of the A320 NEO Aircraft, A319 NEO Aircraft and A321 NEO Aircraft, respectively.

NEO Aircraft - any or all of the A319 NEO Aircraft, A320 NEO Aircraft and A321 NEO Aircraft.

Propulsion Systems - any A319 Propulsion Systems, A319 NEO Propulsion Systems, A320 Propulsion Systems, A320 NEO Propulsion Systems, A321 Propulsion Systems or A321 NEO Propulsion Systems, as applicable.

Propulsion Systems Reference Price - the CFMI LEAP-X1A24 Reference Price, the CFMI LEAP-X1A26 Reference Price, the CFMI LEAP-X1A32 Reference Price, the PW1124G Reference Price, the PW1127G Reference Price or the PW1133G Reference Price, as applicable.

PW1124G Base Price - as defined in Clause 3.1.1.3.7 of the Agreement.

PW1124G Reference Price - as defined in Clause 3.1.1.3.7 of the Agreement.

PW1133G Base Price - as defined in Clause 3.1.1.3.9 of the Agreement.

PW1133G Reference Price - as defined in Clause 3.1.1.3.9 of the Agreement.

Specification - either or all of the A319 Specification, A319 Aircraft Iss. 7 Specification, A320 Specification, A320 Aircraft Iss. 8 Specification, the A321 Specification and the A321 Aircraft Iss. 5 Specification, as the context may require.

Standard Specification - any or all of the A319 Standard Specification, the A319 Aircraft Iss. 7 Standard Specification, the A320 Standard Specification, the A320 Aircraft Iss. 7 Standard Specification, the A320 Aircraft Iss. 8 Standard Specification, A321 Standard Specification and the A321 Aircraft Iss. 5 Standard Specification, as applicable.

#### **UNQUOTE**

- 1.2 For all purposes of this Letter Agreement and the Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following terms will have the following meanings:

[\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*]

## **2 FLEXIBILITY**

### 2.1 Conversion Right on A320 NEO Aircraft

#### 2.1.1 [\*\*\*]

#### 2.1.2 NEO Conversion Right Exercise

[\*\*\*]  
2.2 Specification Matters Related to Converted A320 NEO Aircraft

2.2.1 Clause 2.1.1 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

2.1.1 The Aircraft will be manufactured in accordance with the following Specifications:

Aircraft	Specification
A319 Aircraft	A319 Specification
A319 NEO Aircraft	A319 Aircraft Iss. 7 Specification
A320 Aircraft	A320 Specification
A320 Group 1 Aircraft	A320 Aircraft Iss. 7 Specification
A320 Group 2 Aircraft, A320 Group 3 Aircraft, and A320 NEO Aircraft	A320 Aircraft Iss. 8 Specification
A321 Aircraft	A321 Aircraft
A321 NEO Aircraft	A321 Aircraft Iss. 5 Specification

4

UNQUOTE

2.2.2 Clause 2.1.2 of the Agreement is deleted in its entirety and replaced by the quoted text below:

QUOTE

2.1.2 New Engine Option

2.1.2.1 The Seller is currently developing a new engine option (the "**New Engine Option**" or "**NEO**"), applicable to the A319/A320/A321 aircraft. The specification of the:

- (i) A319 NEO Aircraft shall be derived from the A319 Aircraft Iss. 7 Standard Specification and based on the A319 NEO Propulsion Systems,
- (ii) A320 NEO Aircraft shall be derived from the A320 Aircraft Iss. 8 Standard Specification and based on the A320 NEO Propulsion Systems, and
- (iii) A321 NEO Aircraft shall be derived from the A321 Aircraft Iss. 5 Standard Specification and based on the A321 NEO Propulsion Systems.

In addition, each such specification shall also include Sharklets, required airframe structural adaptations and Aircraft systems and software adaptations required to operate such New Engine Option Aircraft. The foregoing is currently reflected in the Irrevocable SCNs listed in Exhibits A-4C, A-4D and A-4E, the implementation of which is hereby irrevocably accepted by the Buyer.

2.1.2.2 The New Engine Option shall modify the design weights of the NEO aircraft as follows:

Aircraft	[***]	[***]	[***]
A319 NEO Aircraft	[***]	[***]	[***]
A320 NEO Aircraft	[***]	[***]	[***]
A321 NEO Aircraft	[***]	[***]	[***]

It is agreed and understood that the above [\*\*\*] may be updated upon final NEO specification freeze.

UNQUOTE

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2.2.3 Clause 2.3.2 of the Agreement is deleted in its entirety and replaced by the quoted below:

QUOTE

2.3.2 NEO Propulsion Systems

- (i) Each A319 NEO Airframe will be equipped with a set of two CFM International LEAP-X1A24 engines, [\*\*\*] or Pratt & Whitney PW1124G engines [\*\*\*] (such set, upon selection, an "**A319 NEO Propulsion System**").
- (ii) Each A320 NEO Airframe will be equipped with a set of two CFM International LEAP-X1A26 engines, [\*\*\*] or Pratt & Whitney PW1127G engines [\*\*\*] (such set, upon selection, an "**A320 NEO Propulsion System**").
- (iii) Each A321 NEO Airframe will be equipped with a set of two CFM International LEAP-X1A32 engines, [\*\*\*] or Pratt & Whitney PW1133G engines, [\*\*\*] (such set, upon selection, an "**A321 NEO Propulsion System**").

UNQUOTE

2.2.4 The following exhibits, set forth in Appendix 1 hereto, are added to the Agreement:

- (i) Exhibit A-1A, A319 Aircraft Iss. 7 Standard Specification,
- (ii) Exhibit A-3A, A321 Aircraft Iss. 5 Standard Specification,
- (iii) Exhibit A-4D, SCNs for A319 NEO Aircraft, and
- (iv) Exhibit A-4E, SCNs for A321 NEO Aircraft.

2.3 A319 NEO Aircraft Matters

2.3.1 Base Price of the A319 NEO Airframe

A new Clause 3.1.1.2.6 is added to the Agreement as set forth in the quoted text below:

QUOTE

3.1.1.2.6 The "**Base Price of the A319 NEO Airframe**" is the sum of the following base prices:

(i) the base price of the A319 NEO Airframe as defined in the A319 Aircraft Iss. 7 Standard Specification (excluding Buyer Furnished Equipment), including nacelles and thrust reversers, is:

[\*\*\*] and

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(ii) the sum of the base prices of any and all SCNs (other than Irrevocable SCNs to the extent included in clause (iii) below) set forth in Exhibit A-4D is:

[\*\*\*] and

(iii) the sum of the base prices of the Irrevocable SCNs set forth in Exhibit A-4D is the sum of:

(a) the base price of the New Engine Option is:

[\*\*\*] and

(b) the base price of the Sharklets is:

[\*\*\*] and

(iv) the base price of the Master Charge Engine, which is only chargeable in the case of A319 NEO Aircraft equipped with the CFMI LEAP-X1A24 Propulsion System, is:

[\*\*\*].

The Base Price of the A319 NEO Airframe has been established in accordance with the average economic conditions prevailing in the A320 Family Base Period.

UNQUOTE

2.3.2

New Clauses 3.1.1.3.7, 3.1.1.3.8 and 3.1.1.3.9 are added to the Agreement as set forth in the quoted text below:

QUOTE

3.1.1.3.7 The base price (the "**CFMI LEAP-X1A24 Base Price**") of a set of two (2) CFM International LEAP-X1A24 engines is:

[\*\*\*].

Said base price has been established in accordance with the delivery conditions prevailing in January 2010 and has been calculated from the reference price (the "**CFMI LEAP-X1A24 Reference Price**") indicated by the NEO Propulsion System Manufacturer of [\*\*\*].

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3.1.1.3.8 The base price (the "**PW1124G Base Price**") of a set of two (2) Pratt & Whitney PW1124G engines is:

[\*\*\*].

Said base price has been established in accordance with the delivery conditions prevailing in January 2010 and has been calculated from the reference price (the "**PW1124G Reference Price**") indicated by the Propulsion System Manufacturer of [\*\*\*].

3.1.1.3.9 Notwithstanding the foregoing, the Propulsion Systems Reference Prices correspond to the thrust ratings defined for the respective Propulsion Systems in Clause 2.3.2 and may be revised to reflect thrust rating adjustments upon final NEO specification freeze.

UNQUOTE

2.3.3

A new Clause 3.5.5 is added to the Agreement as set forth in the quoted text below:

QUOTE

### 3.5.5 A319 NEO Aircraft Final Contract Price

The Final Contract Price of an A319 NEO Aircraft will be the sum of:

- (i) the Base Price of the A319 NEO Airframe, as adjusted to the Delivery Date of such A319 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
- (ii) the price of any SCNs for the A319 NEO Aircraft entered into after the date of signature of this Amendment, as adjusted to the Delivery Date of such A319 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
- (iii) the Propulsion Systems Reference Price, as adjusted to the Delivery Date of such A319 NEO Aircraft in accordance with the relevant Propulsion Systems Price Revision Formula;
- (iv) the aggregate of all increases or decreases to the Propulsion Systems Reference Price as agreed in any Specification Change Notice or part thereof applicable to the A319 NEO Propulsion Systems subsequent to the date of this Agreement as revised as of the Delivery Date in accordance with Clause 4.2; and
- (v) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the A319 NEO Aircraft.

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UNQUOTE

### 2.3.4 A319 NEO Aircraft Credit Memoranda

#### 2.3.4.1 In respect of each A319 NEO Aircraft, the Seller will provide to the Buyer the following credits (collectively, the "**A319 NEO Aircraft Credit Memoranda**"):

[\*\*\*]

2.3.4.2 The A319 NEO Aircraft Credit Memoranda are quoted at delivery conditions prevailing in the A320 Family Base Period and will be adjusted in accordance with the Seller Price Revision Formula 2011, as adjusted in accordance with Paragraph 5 of Letter Agreement No. 1 to the Amendment.

#### 2.3.4.3 [\*\*\*]

### 2.3.5 Additional A319 NEO Aircraft Credits

[\*\*\*]

### 2.3.6 A319 NEO Aircraft Seller Price Revision Formula

The Base Prices of the A319 NEO Airframe as set forth in Paragraph 2.3.1 herein are subject to revision up to and including the Delivery Date, in accordance with the Seller Price Revision Formula 2011, as adjusted in accordance with Paragraph 5 of Letter Agreement No. 1 to the Amendment.

### 2.3.7 A319 NEO Aircraft Predelivery Payments

Predelivery Payments for the A319 NEO Aircraft will be paid by the Buyer to the Seller in accordance with the schedule set forth in Clause 5.2.3 D of the Agreement.

### 2.4 Matters Related to A321 NEO Aircraft

#### 2.4.1 A new Clause 3.1.1.2.7 is added to the Agreement as set forth in the quoted text below:

QUOTE

3.1.1.2.7 Base Price of the A321 NEO Airframe

The "Base Price of the A321 NEO Airframe" is the sum of the following base prices:

- (i) the base price of the A321 NEO Airframe as defined in the A321 Aircraft Iss. 5 Standard Specification (excluding Buyer Furnished Equipment), including nacelles and thrust reversers, is:

[\*\*\*] and

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- (ii) the sum of the base prices of any and all SCNs (other than Irrevocable SCNs to the extent included in clause (iii) below) set forth in Exhibit A-4E is:

[\*\*\*] and

- (iii) the sum of the base prices of the Irrevocable SCNs set forth in Exhibit A-4E is the sum of:

- (a) the base price of the New Engine Option is:

[\*\*\*] and

- (b) the base price of the Sharklets is:

[\*\*\*] and

- (iv) the base price of the Master Charge Engine, which is only chargeable in the case of A321 NEO Aircraft equipped with the CFMI LEAP-X1A32 Propulsion System, is:

[\*\*\*].

The Base Price of the A321 NEO Airframe has been established in accordance with the average economic conditions prevailing in the A320 Family Base Period.

UNQUOTE

2.4.2

New Clauses 3.1.1.3.10, 3.1.1.3.11 and 3.1.1.3.12 are added to the Agreement as set forth in the quoted text below:

QUOTE

3.1.1.3.10 The base price (the "CFMI LEAP-X1A32 Base Price") of a set of two (2) CFM International LEAP-X1A32 engines:

[\*\*\*].

Said base price has been established in accordance with the delivery conditions prevailing in January 2010 and has been calculated from the reference price (the "CFMI LEAP-X1A32 Reference Price") indicated by the NEO Propulsion System Manufacturer of [\*\*\*].

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10

3.1.1.3.11 The base price (the "PW1133G Base Price") of a set of two (2) Pratt & Whitney PW1133G engines is:

[\*\*\*].

Said base price has been established in accordance with the delivery conditions prevailing in January 2010 and has been calculated from the reference price (the "PW1133G Reference Price") indicated by the Propulsion System Manufacturer of [\*\*\*].

3.1.1.3.12 Notwithstanding the foregoing, the Propulsion Systems Reference Prices correspond to the thrust ratings defined for the respective Propulsion Systems in Clause 2.3.2 and may be revised to reflect thrust rating adjustments upon final NEO specification freeze.

UNQUOTE

2.4.3 A new Clause 3.5.6 is added to the Agreement as set forth in the quoted text below:

QUOTE

3.5.6 A321 NEO Aircraft Final Contract Price

The Final Contract Price of an A321 NEO Aircraft will be the sum of:

- (i) the Base Price of the A321 NEO Airframe, as adjusted to the Delivery Date of such A321 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
- (ii) the price of any SCNs for the A321 NEO Aircraft entered into after the date of signature of this Amendment, as adjusted to the Delivery Date of such A321 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
- (iii) the Propulsion Systems Reference Price, as adjusted to the Delivery Date of such A321 NEO Aircraft in accordance with the relevant Propulsion Systems Price Revision Formula;
- (iv) the aggregate of all increases or decreases to the Propulsion Systems Reference Price as agreed in any Specification Change Notice or part thereof applicable to the A321 NEO Propulsion Systems subsequent to the date of this Agreement as revised as of the Delivery Date in accordance with Clause 4.2; and

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11

- (v) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the A321 NEO Aircraft.

UNQUOTE

2.4.4 A321 NEO Aircraft Credit Memoranda

2.4.4.1 In respect of each A321 NEO Aircraft, the Seller will provide to the Buyer the following credits (collectively, the "**A321 NEO Aircraft Credit Memoranda**"):

[\*\*\*].

2.4.4.2 The A321 NEO Aircraft Credit Memoranda are quoted at delivery conditions prevailing in the A320 Family Base Period and will be adjusted in accordance with the Seller Price Revision Formula 2011, as adjusted in accordance with Paragraph 5 of Letter Agreement No. 1 to the Amendment.

2.4.4.3 [\*\*\*]

2.4.5 Additional A321 NEO Credit Memoranda

[\*\*\*]

2.4.6 A321 NEO Aircraft Seller Price Revision Formula

The Base Prices of the A321 NEO Airframe as set forth in Paragraph 2.4.1 herein are subject to revision up to and including the Delivery Date, in accordance with the Seller Price Revision Formula 2011, as adjusted in accordance with Paragraph 5 of Letter Agreement No. 1 to the Amendment.

2.4.7 A321 NEO Aircraft Predelivery Payments

Predelivery Payments for the A321 NEO Aircraft will be paid by the Buyer to the Seller in accordance with the schedule set forth in Clause 5.2.3 D of the Agreement.

3 [\*\*\*] RIGHTS

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3.1 Buyer's [\*\*\*] Right

[\*\*\*]

3.2 Seller's NEO Aircraft [\*\*\*] Rights

[\*\*\*]

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12

**4 SCHEDULED DELIVERY MONTH**

[\*\*\*]

**5 ASSIGNMENT**

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

**6 CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Letter Agreement strictly confidential and are subject to the terms and conditions contained in Clause 22.7 of the Agreement.

**7 GOVERNING LAW**

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**8 COUNTERPARTS**

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

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13

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: Senior Vice President Contracts

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Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ David Lancelot

Its: Senior VP and Chief Financial Officer

14

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EXHIBIT A-1A

**A319 Aircraft Iss. 7 Standard Specification,**

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EXHIBIT A-3A

**A321 Aircraft Iss. 5 Standard Specification**

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EXHIBIT A-4D

**SCNs for A319 NEO Aircraft**

[\*\*\*]

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EXHIBIT A-4E

**SCNs for A321 NEO Aircraft**

[\*\*\*]

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**LETTER AGREEMENT NO. 4**

TO

AMENDMENT NO. 11

As of December 29, 2011

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: SPECIAL MATTERS

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "Seller") have entered into Amendment No. 11, of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended from time to time (the "Agreement"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 4 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will

be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

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**1 AIRCRAFT NON-DELIVERY**

[\*\*\*]

**2 BACKLOG AIRCRAFT**

[\*\*\*]

**3 ASSIGNMENT**

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

**4 CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Letter Agreement strictly confidential and are subject to the terms and conditions contained in Clause 22.7 of the Agreement.

**5 GOVERNING LAW**

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**6 COUNTERPARTS**

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: Senior Vice President Contracts

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Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ David Lancelot

Its: Senior VP and Chief Financial Officer

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LETTER AGREEMENT NO. 5

TO

AMENDMENT NO. 11

As of December 29, 2011

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: SUPPORT MATTERS

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "**Buyer**") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "**Seller**") have entered into Amendment No. 11, of even date herewith (the "**Amendment**"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended from time to time (the "**Agreement**"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 5 to the Amendment (the "**Letter Agreement**") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

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1

**1 SCOPE**

Except as set forth in this Letter Agreement, the terms of Letter Agreement No. 5 to the Agreement do not apply to the A320 Group 1 Aircraft, A320 Group 2 Aircraft, A320 Group 3 Aircraft or the NEO Aircraft.

**2 CLAUSE 12 - WARRANTY**

Clause 12.1.3 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

12.1.3      Warranty Periods

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- (i) With respect to the A319 Aircraft, A320 Aircraft, A320 Group 1 Aircraft, A320 Group 2 Aircraft and A321 Aircraft, the warranties described in Clauses 12.1.1 and 12.1.2 hereinabove will be limited to those defects that become apparent within [\*\*\*] after Delivery of such affected A319 Aircraft, A320 Aircraft, A320 Group 1 Aircraft, A320 Group 2 Aircraft or A321 Aircraft (the "**Standard Warranty Period**").
- (ii) With respect to the A320 Group 3 Aircraft and NEO Aircraft, the warranties described in Clauses 12.1.1 and 12.1.2 hereinabove will be limited to those defects that become apparent within [\*\*\*] after Delivery of such affected A320 Group 3 Aircraft or NEO Aircraft (the "**[\*\*\*] Warranty Period**").

For all purposes of the Agreement, the term "**Warranty Period**" will be a reference to either the Standard Warranty Period or the [\*\*\*] Warranty Period, as applicable to the affected Aircraft.

UNQUOTE

### 3 CLAUSE 14 - TECHNICAL DATA

3.1 Clause 14.4 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

#### 14.4 Delivery

14.4.1 For Technical Data provided off-line, such Technical Data and corresponding revisions will be sent to up to two (2) addresses as indicated by the Buyer.

2

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14.4.2 Technical Data provided off-line will be delivered by the Seller at the Buyer's named place of destination under DDU conditions. For purposes of this Agreement, "DDU" and "Delivery Duty Unpaid" have the meaning ascribed thereto in Publication n° 560 of the International Chamber of Commerce, published in January 2000.

The Technical Data will be delivered according to a mutually agreed schedule to correspond with the Deliveries of Aircraft. The Buyer will provide no less than [\*\*\*] notice when requesting a change to such delivery schedule.

14.4.4 It will be the responsibility of the Buyer to coordinate and satisfy Aviation Authorities' requirements with respect to Technical Data. Notwithstanding the foregoing, and in agreement with the relevant Aviation Authorities, preference will be given to the on-line access to such Buyer's Technical Data through the Airbus customer portal "AirbusWorld".

UNQUOTE

3.2 Clause 14.5 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

Revision service for the Aircraft will be offered [\*\*\*]. Thereafter, revision service will be provided in accordance with the terms and conditions found in the then-current Customer Services Catalog.

UNQUOTE

3.3 Clause 14.8 of the Agreement is amended to (i) number the first paragraph as 14.8.1 and (b) add a new Clause 14.8.2 as set forth in the quoted text below:

QUOTE

14.8.2 [\*\*\*]

UNQUOTE

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3.4 Paragraph 13 of Letter Agreement No. 5 to the Agreement, which was added to the Agreement pursuant to Paragraph 3 of Letter Agreement No. 1 to Amendment No. 4 to the Agreement, is deleted in its entirety and replaced with the following quoted text:

QUOTE

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3

13. The Software License for use of the ADOC engineering job card production package, content and revision management package and consultation package will be granted [\*\*\*] to the Buyer for the A319 Aircraft, A320 Aircraft, A320 Group 1 Aircraft and A320 Group 2 Aircraft [\*\*\*].

UNQUOTE

**4 CLAUSE 15 - SELLER REPRESENTATIVES**

Clause 15.1.1 of the Agreement is amended by inserting the following quoted text immediately after the period at the end thereof:

QUOTE

[\*\*\*]

UNQUOTE

**5 CLAUSE 16 - TRAINING AND TRAINING AIDS**

5.1 Clause 16.4.3 of the Agreement is deleted in its entirety and replaced by the following quoted text:

QUOTE

- 16.4.3 Should the Buyer decide to cancel or reschedule a training course, fully or partially, and irrespective of the location of the training, a minimum advance notification of at least [\*\*\*] prior to the relevant training course start date is required.

If the notification occurs [\*\*\*] prior to such training, the Seller will [\*\*\*] allocate such training to another customer. When such courses cannot be reallocated, a cancellation fee corresponding to [\*\*\*] of such training will be, as applicable, either deducted from the training allowances defined in Appendix A and Appendix A-1 to this Clause 16, as applicable, or invoiced at the Seller's then applicable price.

If the notification occurs [\*\*\*] prior to such training, a cancellation fee corresponding to [\*\*\*] of such training will be, as applicable, either deducted from the training allowances defined in Appendix A or Appendix A-1 to this Clause 16, as applicable, or invoiced at the Seller's then applicable price.

UNQUOTE

5.2 Clause 16.4 of the Agreement is amended by inserting the following quoted text immediately after the period at the end thereof:

QUOTE

---

4

- 16.4.5 Should the Buyer wish to exchange any of the training courses provided under Appendix A or Appendix A-1 to this Clause 16, the Buyer will place a request for exchange to this effect with the Seller. The Buyer may exchange, subject to the Seller's confirmation, such training allowances as follows:

- (i) flight operations training courses listed under Paragraph 1 of Appendix A and Appendix A-1 to this Clause 16 may be exchanged for any flight operations training courses described in the Seller's Customer Services Catalog current at the time of the Buyer's request,

- (ii) maintenance training courses listed under Paragraph 3 of Appendix A and Appendix A-1 to this Clause 16 may be exchanged for any maintenance training courses described in the Seller's Customer Services Catalog current at the time of the Buyer's request, and
- (iii) should any one of the allowances granted thereunder (flight operations or maintenance) have been fully drawn upon, the Buyer will be entitled to exchange flight operations or maintenance training courses as needed against the remaining allowances.

The exchange value will be based on the Seller's "Training Course Exchange Matrix" applicable at the time of the Buyer's request and which will be provided to the Buyer at such time.

[\*\*\*]

It is understood that the above provisions will apply to the extent that training allowances granted under Appendix A and Appendix A-1 to this Clause 16 remain in credit to the full extent necessary to perform the exchange.

All requests to exchange training courses will be submitted by the Buyer with a minimum of [\*\*\*] prior written notice and upon receipt of such notice, the Seller will reply to the Buyer's request in writing within [\*\*\*]. The requested training will be subject to the Seller's then existing planning constraints.

5

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- 16.4.6 Should the Buyer use none or only part of the training to be provided pursuant to this Clause 16, no compensation or credit of any nature will be provided.

UNQUOTE

5.3

Clause 16.10.1 of the Agreement is deleted in its entirety and replaced by the following quoted text:

QUOTE

- 16.10.1 The Seller will provide to the Buyer the Airbus Computer Based Training and training aids, similar to those used in the Seller's Training Centers, at no additional cost to the Buyer as defined in Appendix A to this Clause 16.

The Airbus CBT System and training aids supplied to the Buyer will be similar to those used at the Seller's Training Centers for training provided for the Buyer. The Airbus CBT System in use at the Seller's Training Center may be revised on a regular basis and such revisions, if any, will be provided to the Buyer at no additional cost during the period when training courses provided under this Clause 16 are performed for the Buyer or up to December 31, 2018, whichever occurs first.

UNQUOTE

5.4

Paragraph 4 of Appendix A to Clause 16 to the Agreement is deleted in its entirety and replaced by the following quoted text:

QUOTE

- 4 The Seller will provide to the Buyer [\*\*\*] "Airbus CBT Systems," defined in Clause 2.1.3 of Appendix C to Clause 16, related to the Aircraft. The Seller will, through December 31, 2018, provide at no additional cost to the Buyer revision service, which includes updates and software evolutions to the courseware in Clause 4.1 below when developed by the Manufacturer.

UNQUOTE

5.5

A new Appendix A-1 to Clause 16 is added to the Agreement as set forth in Exhibit 1 hereto.

## 6 SPARE PARTS PROCUREMENT

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6.1 Paragraph 2.3 of Letter Agreement No. 1 to the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

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6

2.3 Pre-Provisioning Meeting

2.3.1 The Seller shall organize a pre-provisioning meeting at AAC Spares Center or at the Airbus Material Center in Hamburg, Germany, or any other location as may be mutually agreed upon, for the purpose of defining an acceptable schedule and working procedure for the preparation of the initial issue of the Provisioning Data and the Initial Provisioning Conference (the "**Pre-Provisioning Meeting**").

During the Pre-Provisioning Meeting, the Seller shall familiarize the Buyer with the provisioning processes, methods and formulae of calculation and documentation.

2.3.2 The Pre-Provisioning Meeting shall take place on an agreed date that is no later than nine (9) months prior to Scheduled Delivery Month of the first A320 Group 3 Aircraft. The date of the meeting shall be mutually agreed upon, allowing a minimum preparation time of eight (8) weeks for the Initial Provisioning Conference.

UNQUOTE

6.2 The Buyer acknowledges and agrees (i) the Seller's obligation to deliver initial provisioning training pursuant to Paragraph 2.4 of Letter Agreement No. 1 to the Agreement has been fulfilled and (ii) initial provisioning training requested by the Buyer after the date of this Letter Agreement will be provided in accordance with the terms and conditions found in the then-current Customer Services Catalog at the time of the Buyer's request.

6.3 Paragraph 2.5 of Letter Agreement No. 1 to the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

2.5 Initial Provisioning Conference

The Seller shall organize an initial provisioning conference at the AAC Spares Center or at the Airbus Material Center in Hamburg, Germany (the "**Initial Provisioning Conference**"), the purpose of which shall be to define the agreed material scope and working procedures to accomplish the initial provisioning of Material (the "**Initial Provisioning**").

The Initial Provisioning Conference shall take place at the earliest eight (8) weeks after Aircraft Manufacturer Serial Number allocation or Contractual Definition Freeze, whichever occurs last, and latest [\*\*\*] before the Scheduled Delivery Month of the first A320 Group 3 Aircraft.

---

7

UNQUOTE

6.4 Paragraphs 12.1, 12.2, 12.3 and 12.4 of Letter Agreement No. 1 to the Agreement are deleted in their entirety and replaced with the following quoted text:

QUOTE

12.1 OTHER MATERIAL SUPPORT

As of the date hereof, the Seller currently offers various types of parts support through the Customer Services Catalog on the terms and conditions set forth therein from time to time, including, but not limited to the lease of certain Seller Parts, the repair of Seller Parts and the sale or lease of ground support equipment and specific-to-type tools.

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In the event of any inconsistency between the terms set forth in the Customer Services Catalog and the terms contained in Sections 12.5 through and including 12.10 of this Paragraph 12, in each such case the terms set forth in such Sections 12.5 through and including 12.10 will prevail.

With respect to Sections 12.5 through and including 12.10 of this Paragraph 12, the following terms shall have the following meaning:

Lease - means the relevant lease document evidencing the lease of Leased Parts pursuant to this Paragraph 12;

Leased Parts - means the Parts listed in Appendix "A" to this Paragraph 12;

Lease Term - means the term commencing on the date of receipt of the Leased Part by the Lessee or its agent at the Lessor's facility and ending on the date on which such Leased Part is returned to the Lessor;

Lessee - means the Buyer; and

Lessor - means the Seller.

12.2 INTENTIONALLY LEFT BLANK

12.3 INTENTIONALLY LEFT BLANK

12.4 INTENTIONALLY LEFT BLANK

UNQUOTE

## 7 PRODUCT SUPPORT MATTERS

7.1 Paragraph 3.2 of Letter Agreement No. 5 to the Agreement is deleted in its entirety and replaced by the following quoted text:

QUOTE

3.2 [\*\*\*]

UNQUOTE

7.2 Service Life Policy Extension

Paragraph 8 of Letter Agreement No. 5 to the Agreement, which is repeated in the quoted text below for ease of reference, applies to the A320 Group 3 Aircraft and NEO Aircraft.

QUOTE

8. [\*\*\*]

UNQUOTE

## 8 GOODS AND SERVICES CREDIT MEMORANDUM

8.1 In respect of each A320 Group 3 Aircraft and NEO Aircraft, the Seller will provide to the Buyer upon Delivery of each such Aircraft the following credit memorandum (the "**Goods and Services Credit Memoranda**"):

[\*\*\*].

The Goods and Services Credit Memoranda are quoted at delivery conditions prevailing in the A320 Family Base Period and will be adjusted in accordance with the Seller Price Revision Formula 2011, as adjusted in accordance with Paragraph 5 of Letter Agreement No. 1 to the Amendment.

8.2 [\*\*\*]

---

**9 ASSIGNMENT**

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

**10 CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Letter Agreement strictly confidential and are subject to the terms and conditions contained in Clause 22.7 of the Agreement.

**11 GOVERNING LAW**

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**12 COUNTERPARTS**

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: Senior Vice President Contracts

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ David Lancelot

Its: Senior VP and Chief Financial Officer

**APPENDIX "A-1" TO CLAUSE 16**

## **TRAINING ALLOWANCES**

For the avoidance of doubt, all quantities indicated below are the total quantities granted for the whole of the Buyer's fleet of seventy-five (75) additional Aircraft made up of thirty (30) A320 Group 3 Aircraft and forty-five (45) A320 NEO Aircraft, unless otherwise specified. For the purposes of this Appendix A-1, the defined term "Aircraft" is limited to the thirty (30) A320 Group 3 Aircraft and forty-five (45) A320 NEO Aircraft.

The contractual training courses defined in this Appendix A-1 will be provided up to [\*\*\*] after Delivery of the last firmly ordered Aircraft delivered under this Agreement.

Notwithstanding the above, flight operations training courses granted per firmly ordered Aircraft in this Appendix A-1 will be provided by the Seller within a period starting six (6) months before and ending six (6) months after said Aircraft Delivery.

Any deviation to said training delivery schedule will be mutually agreed between the Buyer and the Seller.

### **1 FLIGHT OPERATIONS TRAINING**

#### **1.1 Flight Crew Training**

The Seller will provide to the Buyer [\*\*\*] flight crew training (standard transition course) for [\*\*\*] of the Buyer's flight crews per firmly ordered A320 Group 3 Aircraft and A320 NEO Aircraft.

In addition, the Seller will provide to the Buyer [\*\*\*] hours of dry simulator time.

#### **1.2 Low Visibility Operations Training**

The Seller will provide free of charge Low Visibility Operations Training for [\*\*\*] flight crews per ordered A320 Group 3 Aircraft and A320 NEO Aircraft.

#### **1.3 Flight Crew Line Initial Operating Experience**

The Seller will provide to the Buyer pilot Instructor(s) [\*\*\*] for a period of [\*\*\*] months.

Unless otherwise agreed during the Training Conference, in order to follow the Aircraft Delivery schedule, the maximum number of pilot instructors present at any one time will be limited to [\*\*\*] pilot instructors.

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#### **1.4 Type Specific Cabin Crew Training Course**

The Seller will provide to the Buyer \*\*\*\* type specific training for cabin crews for [\*\*\*] of the Buyer's cabin crew instructors, purser or cabin attendants.

#### **1.5 Airbus Pilot Instructor Course (APIC)**

The Seller will provide to the Buyer transition Airbus pilot instructor course (s) (APIC), for flight and synthetic instruction, [\*\*\*] for the Buyer's personnel [\*\*\*] for [\*\*\*] of the Buyer's flight instructors. APIC courses will be performed in groups of [\*\*\*] trainees.

---

### **2 PERFORMANCE / OPERATIONS COURSE(S)**

The Seller will provide to the Buyer [\*\*\*] trainee days of performance / operations training at no additional cost for the Buyer's personnel.

### **3 MAINTENANCE TRAINING**

#### **3.1** The Seller will provide to the Buyer [\*\*\*] trainee days of maintenance training [\*\*\*] for the Buyer's personnel.

#### **3.2** The Seller will provide to the Buyer [\*\*\*] Engine Run-up course.

---

### **4 TRAINEE DAYS ACCOUNTING**

Trainee days are counted as follows:

- 4.1** For instruction at the Seller's Training Centers: one (1) day of instruction for one (1) trainee equals one (1) trainee day. The number of trainees [\*\*\*] will be counted as the number of trainees to have taken the course.
- 4.2** For instruction outside of the Seller's Training Centers: one (1) day of instruction by one (1) Seller Instructor equals the actual number of trainees attending the course or a minimum of [\*\*\*] trainee days, except for structure maintenance training course(s).
- 4.3** For structure maintenance training courses outside the Seller's Training Center(s), one (1) day of instruction by one (1) Seller Instructor equals the actual number of trainees attending the course or the minimum number of trainees [\*\*\*].
- 4.4** For practical training, whether on training devices or on aircraft, one (1) day of instruction by one (1) Seller Instructor equals the actual number of trainees attending the course or a minimum of [\*\*\*] trainee days.

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LETTER AGREEMENT NO. 6

TO

AMENDMENT NO. 11

As of December 29, 2011

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: MISCELLANEOUS

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "Seller") have entered into Amendment No. 11, of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended from time to time (the "Agreement"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 6 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

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**1 PAYMENT TERMS**

- 1.1** Clause 5.5 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

- 5.5 Application and Setoff of Payments
-

5.5.1 Application of Payments

[\*\*\*]

5.5.2 Setoff Payments

[\*\*\*]

UNQUOTE

## 2 CERTIFICATION

2.1 [\*\*\*]

2.2 [\*\*\*]

## 3 TECHNICAL ACCEPTANCE

Clause 8.2.3 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

8.2.3 If the Buyer does not attend (other than as a result of Seller's failure to notify the Buyer as required in Clause 8.1.2(i)) or fails to cooperate in the Technical Acceptance Process, the Seller will be entitled to complete the Technical Acceptance Process in compliance with Clause 8.1.1., without the Buyer's attendance, and the Buyer will be deemed to have accepted that the Technical Acceptance Process has been successfully completed in all respects.

UNQUOTE

## 4 DELIVERY

4.1 Clauses 9.1.2.1 and 9.1.2.2 of the Agreement are deleted in their entirety and replaced by the following quoted text:

QUOTE

2

9.1.2.1 [\*\*\*]

9.1.2.2 [\*\*\*]

UNQUOTE

4.2 Clause 9.1.3 of the Agreement is deleted in its entirety and replaced by the following quoted text:

QUOTE

9.1.3 [\*\*\*]

UNQUOTE

## 5 EXCUSABLE DELAY

5.1 A new sentence is added to the end of Clause 10.3.2 of the Agreement as set forth in the quoted text below:

QUOTE

[\*\*\*]

UNQUOTE

5.2 Clause 10.5 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

10.5 Excusable Delay Escalation

[\*\*\*]

UNQUOTE

5.3 A new sentence is added to the end of Clause 10.6 of the Agreement as set forth in the quoted text below:

QUOTE

[\*\*\*]

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3

UNQUOTE

## 6 INEXCUSABLE DELAY

6.1 Clause 11.1.1 of the Agreement is deleted in its entirety and replaced by the following quoted text:

QUOTE

11.1.1 Liquidated Damages in the case of an Inexcusable Delay

Should an A319 Aircraft, A320 Aircraft, A320 Group 1 Aircraft, A320 Group 2 Aircraft, A320 Group 3 Aircraft or A321 Aircraft not be Ready for Delivery within [\*\*\*], then such delay will be termed an "**Inexcusable Delay**." In the event of an Inexcusable Delay, the Buyer will have the right to claim, and the Seller will pay the Buyer liquidated damages of [\*\*\*].

[\*\*\*]

11.1.2 Liquidated Damages with Short Term Notice Inexcusable Delay

[\*\*\*]

6.2 New Clauses 11.1.4, 11.1.5 and 11.1.6 are added to the Agreement as set forth in the quoted text below:

QUOTE

11.1.4 Liquidated Damages in the Case of a NEO Aircraft Inexcusable Delay

Should a NEO Aircraft not be Ready for Delivery within [\*\*\*], then such delay will be termed a "**NEO Inexcusable Delay**."

In the event of a NEO Inexcusable Delay, and provided the Seller has first notified the Buyer of a delay in Delivery of an Aircraft more than [\*\*\*], the Buyer will have the right to claim, and the Seller will pay the Buyer liquidated damages of [\*\*\*].

[\*\*\*]

11.1.5 NEO Aircraft Liquidated Damages with Medium Term Notice Inexcusable Delay

In the event of a NEO Inexcusable Delay, and provided the Seller has first notified the Buyer of a delay in Delivery of an Aircraft between,

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4

the Buyer will have the right to claim, and the Seller will pay the Buyer liquidated damages of [\*\*\*].

[\*\*\*]

11.1.6 Liquidated Damages with Short Term Notice Inexcusable Delay

[\*\*\*]

UNQUOTE

---

**6.3** Clause 11.5 of the Agreement is amended by (a) numbering the first paragraph thereof 11.5.1 and (b) adding a new Clause 11.5.2 as set forth in the quoted text below:

QUOTE

11.5.2 [\*\*\*]

UNQUOTE

**7 ASSIGNMENTS AND TRANSFERS**

Clauses 20.3.2 and 20.3.3 of the Agreement are deleted in their entirety and replaced with the following quoted text:

QUOTE

20.3.2 [\*\*\*]

20.3.3 [\*\*\*]

UNQUOTE

**8 ASSIGNMENT**

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

**9 CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Letter Agreement strictly confidential and are subject to the terms and conditions contained in Clause 22.7 of the Agreement.

**10 GOVERNING LAW**

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**11 COUNTERPARTS**

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

---

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: Senior Vice President Contracts

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ David Lancelot

Its: Senior VP and Chief Financial Officer

7

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LETTER AGREEMENT NO. 7

TO

AMENDMENT NO. 11

As of December 29, 2011

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: A320 NEO AIRCRAFT PERFORMANCE GUARANTEE

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer"), and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "Seller"), have entered into Amendment No. 11, dated as of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004 as amended from time to time (the "Agreement"), which Agreement covers among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 7 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

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**1 AIRCRAFT CONFIGURATION**

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The guarantees defined below (the "Guarantees") are applicable to the A320 NEO Aircraft as described in the Standard Specification defined below and as amended by the Specification Change Notices (SCNs) defined below without taking into account any further changes thereto as provided in the Agreement (the "Specification" for the purposes of this Letter Agreement).

1.1 **A320 NEO Aircraft with CFM International CFM LEAP-X1A26 engines**

[\*\*\*]

1.2 **A320 NEO Aircraft with Pratt and Whitney PW 1127G engines**

[\*\*\*]

**2 GUARANTEED PERFORMANCE**

2.1 [\*\*\*]

2.2 [\*\*\*]

2.3 [\*\*\*]

2.4 [\*\*\*]

**3 MANUFACTURER'S WEIGHT EMPTY**

[\*\*\*]

**4 GUARANTEE CONDITIONS**

[\*\*\*]

**5 GUARANTEE COMPLIANCE**

[\*\*\*]

**6 ADJUSTMENT OF GUARANTEES**

[\*\*\*]

**7 EXCLUSIVE GUARANTEES**

[\*\*\*]

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2

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**8 UNDERTAKING REMEDIES**

[\*\*\*]

**9 DUPLICATE REMEDIES**

[\*\*\*]

**10 ASSIGNMENT**

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

**11 CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Letter Agreement strictly confidential and are subject to the terms and conditions contained in Clause 22.7 of the Agreement.

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**12 GOVERNING LAW**

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**13 COUNTERPARTS**

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

3

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: Senior Vice President Contracts

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ David Lancelot

Its: Senior VP and Chief Financial Officer

4

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LETTER AGREEMENT NO. 8

TO

AMENDMENT NO. 11

As of December 29, 2011

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: SPECIAL EFFECTIVE DATE

Dear Ladies and Gentlemen,

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SPIRIT AIRLINES, INC. (the "Buyer") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "Seller") have entered into Amendment No. 11, of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended from time to time (the "Agreement"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 8 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

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1

## **1 SPECIAL EFFECTIVITY MATTERS**

Solely with respect to all of the A320 Group 3 Aircraft, the Buyer and the Seller agree that [\*\*\*] (the "Effective Date"). On the Effective Date, the Buyer [\*\*\*] with respect to the A320 Group 3 Aircraft as set forth in Clause 5.2.3 of the Agreement.

Except as set forth herein, nothing contained herein shall modify the terms and conditions of the Agreement. For the avoidance of doubt, the Buyer and the Seller shall remain obligated to perform their respective obligations and are subject to the rights and remedies under the Agreement on even date herewith.

## **2 ASSIGNMENT**

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

## **3 CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Letter Agreement strictly confidential and are subject to the terms and conditions contained in Clause 22.7 of the Agreement.

## **4 GOVERNING LAW**

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

## **5 COUNTERPARTS**

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

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2

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

---

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: Senior Vice President Contracts

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ David Lancelot

Its: Senior VP and Chief Financial Officer

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

**AMENDMENT NO. 12**

**TO**

**THE A320 FAMILY PURCHASE AGREEMENT**

**Dated as of May 5, 2004**

**BETWEEN AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.)**

**AND**

**SPIRIT AIRLINES, INC.**

This Amendment No. 12 to the A320 Family Purchase Agreement dated as of May 5, 2004 (hereinafter referred to as the "**Amendment**"), is entered into as of June 29, 2012 (the "**Amendment Effective Date**"), by and between AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.), organized and existing under the laws of the Republic of France, having its registered office located at 1, Rond Point Maurice Bellonte, 31700 Blagnac, France (hereinafter referred to as the "**Seller**") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (hereinafter referred to as the "**Buyer**").

WHEREAS, the Buyer and the Seller have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, relating to the sale by the Seller and the purchase by the Buyer of certain firmly ordered Airbus A319-100 and A321-200 model aircraft, which, together with all Exhibits, Appendices, and Letter Agreements attached thereto and as amended by Amendment No. 1 dated as of December 21, 2004, Amendment No. 2 dated as of April 15, 2005, Amendment No. 3 dated as of June 30, 2005, Amendment No. 4 dated as of October 27, 2006, Amendment No. 5 dated as of March 5, 2007, Amendment No. 6 dated as of March 27, 2007, Amendment No. 7 dated as of June 26, 2007, Amendment No. 8 dated as of February 4, 2008, Amendment No. 9 dated as of June 24, 2008, Amendment No. 10 dated as of July 12, 2009, and Amendment No. 11 dated as of December 29, 2011, is hereinafter called the "**Agreement**".

WHEREAS, the Buyer and the Seller wish to amend certain terms of the Agreement as set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

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1 - **A320 GROUP 3 AIRCRAFT PROPULSION SYSTEMS**

Clause 2.3.1 of the Agreement states that all A320 Group 3 Aircraft will be delivered with two (2) IAE V2527-A5 powerplants installed.

Notwithstanding Clause 2.3.1 of the Agreement, the Buyer has requested and the Seller agrees that the Buyer may, subject to satisfaction of both conditions set forth in (i) and (ii) below, select the CFM

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International CFM56-5B4/3 powerplant for all (but not some) A320 Group 3 Aircraft rather than the IAE V2527-A5 powerplants:

- (i) the Buyer will give written notice to the Seller by no later than [\*\*\*] of its selection of the CFM International CFM56-5B4/3 powerplant; and
- (ii) the parties will execute and deliver an amendment to the Agreement by no later than [\*\*\*] that includes the matters set forth in Appendix 1 hereto.

If either of the above conditions is not fulfilled, the Buyer shall have no option to select the CFM International CFM56-5B4/3 powerplant for any A320 Group 3 Aircraft and all A320 Group 3 Aircraft will be delivered only in accordance the terms and conditions of the Agreement as amended by Amendment No. 11.

2 - **NEO PROPULSION SYSTEMS**

Clause 2.3.3 of the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

- 2.3.3 If the Buyer has not selected the A320 NEO Propulsion Systems as of the date of Amendment No. 11, such choice shall be made no later than [\*\*\*].

UNQUOTE

3 - **PREDELIVERY PAYMENTS**

The parties acknowledge that Predelivery Payments received as of the Amendment Effective Date in respect of the A320 Group 3 Aircraft have been calculated using the IAE V2527-A5 Reference Price. If the Buyer selects the CFM56-5B4/3 powerplant, the Seller will retain excess Predelivery Payments, if any, and such excess will be applied against the next Predelivery Payment due for each A320 Group 3 Aircraft.

4 - **CONDITION PRECEDENT**

It is a condition precedent to the effectivity of this Amendment that at the time of execution hereof, no event shall have occurred which constitutes a Termination Event under the Agreement.

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5 -

#### **EFFECT OF THE AMENDMENT**

1. The Agreement as amended by this Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.
  2. The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. Both parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.
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6 -

#### **CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Amendment strictly confidential and hereby agree that such information is subject to the terms and conditions contained in Clause 22.7 of the Agreement.

7 -

#### **GOVERNING LAW**

1. THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.
2. IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

8 -

#### **COUNTERPARTS**

This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed will be an original, but all such counterparts will together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

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IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the Amendment Effective Date.

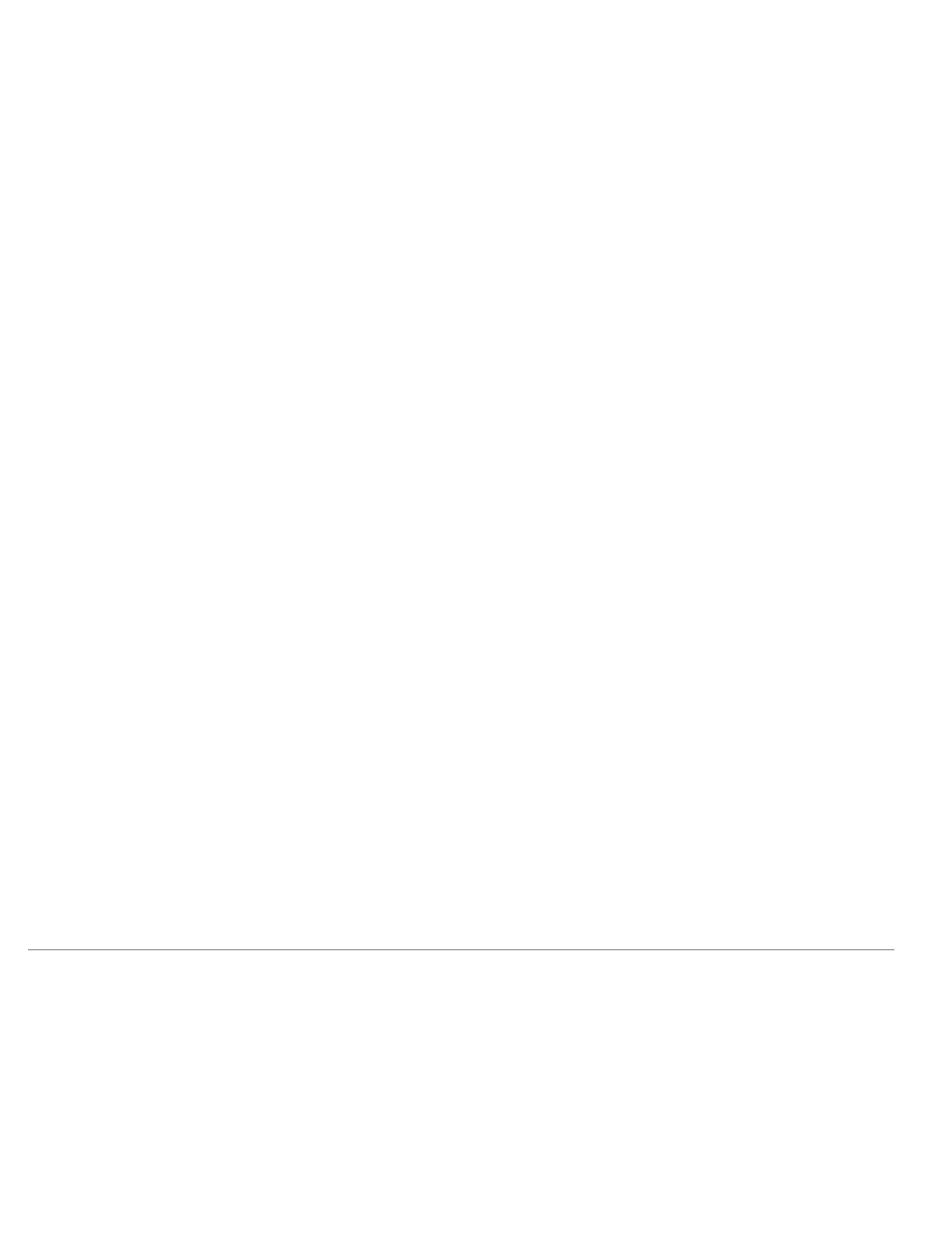
SPIRIT AIRLINES, INC.

By: /s/ Thomas Canfield  
Its: SVP & General Counsel

AIRBUS S.A.S.

By: /s/ Christopher Mourey  
Its: Senior Vice President - Contracts

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APPENDIX 1

1. The definition of A320 Propulsion Systems will be deleted in its entirety and replaced with the following quoted text:

QUOTE

A320 Propulsion Systems - in respect of an (i) A320 Aircraft, A320 Group 1 Aircraft or A320 Group 2 Aircraft, the two (2) IAE V2527-A5 powerplants installed thereon at Delivery and (ii) A320 Group 3 Aircraft, the two (2) CFM International CFM56-5B4/3 powerplants installed thereon at Delivery, each composed of the powerplants (as such term is defined in Chapters 70-80 of ATA Specification 100 (Revision 21), but limited to the equipment, components, parts and accessories included in the powerplant, as so defined) that have been sold to the Seller by the Propulsion Systems manufacturer.

UNQUOTE

2. Clause 2.3.1 of the Agreement will be deleted in its entirety and replaced with the following quoted text:

QUOTE

2.3 Propulsion Systems

- 2.3.1.1 The Airframe for the A320 Group 1 Aircraft and A320 Group 2 Aircraft will be equipped with a set of two (2) International Aero Engine V2527-A5 Propulsion Systems.

- 2.3.1.2 The Airframe for the A320 Group 3 Aircraft will be equipped with a set of two (2) CFM International CFM56-5B4/3 Propulsion Systems.

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3. Clause 3.1.1.3.2 of the Agreement will be deleted in its entirety and replaced with the following quoted text:

QUOTE

3.1.1.3.2 A320 Propulsion Systems

- 3.1.1.3.2.1 The Base Price of the IAE V2527-A5 Propulsion Systems, at delivery conditions prevailing in January 2011, is:

[\*\*\*]

Said Base Price has been calculated from the Reference Price for the A320 Propulsion Systems indicated by International Aero Engines of [\*\*\*] in accordance with delivery conditions prevailing in January 2006.

3.1.1.3.2.2

The Base Price of the CFM56-5B4/3 Propulsion Systems, at delivery conditions prevailing in January 2011, is:

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[\*\*\*]

Said Base Price has been calculated from the Reference Price for the A320 Propulsion Systems indicated by CFM International of [\*\*\*] in accordance with delivery conditions prevailing in January 2002.

UNQUOTE

4. Exhibit H-3 to the Agreement will be deleted in its entirety and replaced with the Exhibit H-3 attached to this Appendix 1.

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EXHIBIT H-3

**CFM INTERNATIONAL PROPULSION SYSTEM PRICE REVISION FORMULA**

**1.1 Reference Price of the Propulsion System**

The Reference Price for a set of two (2) CFM International CFM56-5B4/3 Propulsion Systems is as quoted in Clause 3.1.1.3 of the Agreement.

The Reference Prices for a set of two (2) CFM International LEAP-X series Propulsion Systems are as set forth in Clause 3.1.1.3 of the Agreement.

These Reference Prices are subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics and in accordance with the provisions of Paragraphs 1.4. and 1.5. hereof.

**1.2 Reference Periods**

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The Reference Price for a set of two (2) CFM International CFM56-5B4/3 Propulsion Systems has been established in accordance with the economic conditions prevailing for a theoretical delivery in January 2002 as defined by CFM International by the Reference Composite Price Index (CPI) 148.84.

The Reference Prices for a set of two (2) CFM International LEAP-X series Propulsion Systems has been established in accordance with the economic conditions prevailing for a theoretical delivery in January 2010 as defined by CFM International by the Reference Composite Price Index (CPI) 186.92.

### 1.3 Indexes

Labor Index: "Employment Cost Index for Workers in Aerospace manufacturing", hereinafter referred to as "**ECI336411W**", quarterly published by the US Department of Labor, Bureau of Labor Statistics, in "NEWS", and found in: Table 9, "WAGES and SALARIES (not seasonally adjusted): Employment Cost Indexes for Wages and Salaries for private industry workers by industry and occupational group", or such other name that may be from time to time used for the publication title and/or table, (Aircraft manufacturing, NAICS Code 336411, base month and year December 2005 = 100, hereinafter multiplied by 1.777 and rounded to the first decimal place).

The quarterly value released for a certain month (March, June, September and December) will be the one deemed to apply for the two (2) preceding months.

Index code for access on the Web site of the US Bureau of Labor Statistics: CIU20232110000001.

Material Index: "Industrial Commodities" (hereinafter referred to as "**IC**") as published in "PPI detailed report" (found in Table 6. "Producer price indexes and percent changes for commodity groupings and individual items not seasonally adjusted" or such other names that may be from time to time used for the publication title and/or table). (Base Year 1982 = 100).

Index code for access on the Web site of the US Bureau of Labor Statistics: WPU03THRU15.

### 1.4 Revision Formula

For CFM56-5B4/3 Propulsion Systems: [\*\*\*]

For CFM LEAP-X series Propulsion Systems: [\*\*\*]

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## 1.5 General Provisions

### 1.5.1 Roundings

The Material Index average [\*\*\*] will be rounded to the nearest second decimal place and the Labor Index average [\*\*\*] will be rounded to the nearest first decimal place.

[\*\*\*] will be rounded to the nearest second decimal place.

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The final factor [\*\*\*] will be rounded to the nearest third decimal place.

The final factor [\*\*\*] will be rounded to the nearest third decimal place.

If the next succeeding place is five (5) or more, the preceding decimal place will be raised to the next higher figure. After final computation Pn will be rounded to the nearest whole number (0.5 rounds to 1).

#### 1.5.2 Final Index Values

The revised Reference Price at the date of Aircraft Delivery will not be subject to any further adjustments in the indexes.

#### 1.5.3 Interruption of Index Publication

If the US Department of Labor substantially revises the methodology of calculation or discontinues any of the indexes referred to hereabove, the Seller will reflect the substitute for the revised or discontinued index selected by CFM International, such substitute index to lead in application to the same adjustment result, insofar as possible, as would have been achieved by continuing the use of the original index as it may have fluctuated had it not been revised or discontinued.

Appropriate revision of the formula will be made to accomplish this result.

#### 1.5.4 A nnulment of the Formula

Should the above provisions become null and void by action of the US Government, the Reference Price will be adjusted due to increases in the costs of labor and materiel which have occurred from the period represented by the applicable Reference Composite Price Index to the twelfth (12th) month prior to the scheduled month of Aircraft Delivery.

#### 1.5.5 Limitation

[\*\*\*]

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THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

**AMENDMENT NO. 13**

**TO**

**THE A320 FAMILY PURCHASE AGREEMENT**

**Dated as of May 5, 2004**

**BETWEEN AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.)**

**AND**

**SPIRIT AIRLINES, INC.**

This Amendment No. 13 to the A320 Family Purchase Agreement dated as of May 5, 2004 (hereinafter referred to as the "**Amendment**"), is entered into as of January 10, 2013 (the "**Amendment Effective Date**"), by and between AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.), organized and existing under the laws of the Republic of France, having its registered office located at 1, Rond Point Maurice Bellonte, 31700 Blagnac, France (hereinafter referred to as the "**Seller**") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (hereinafter referred to as the "**Buyer**").

WHEREAS, the Buyer and the Seller have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, relating to the sale by the Seller and the purchase by the Buyer of certain firmly ordered Airbus A319-100 and A321-200 model aircraft, which, together with all Exhibits, Appendices, and Letter Agreements attached thereto and as amended by Amendment No. 1 dated as of December 21, 2004, Amendment No. 2 dated as of April 15, 2005, Amendment No. 3 dated as of June 30, 2005, Amendment No. 4 dated as of October 27, 2006, Amendment No. 5 dated as of March 5, 2007, Amendment No. 6 dated as of March 27, 2007, Amendment No. 7 dated as of June 26, 2007, Amendment No. 8 dated as of February 4, 2008, Amendment No. 9 dated as of June 24, 2008, Amendment No. 10 dated as of July 12, 2009, Amendment No. 11 dated as of December 29, 2011, and Amendment No. 12 dated as of June 29, 2012 is hereinafter called the "**Agreement**."

WHEREAS, the Buyer and the Seller wish to amend certain terms of the Agreement as set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

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1 - **A320 GROUP 3 AIRCRAFT PROPULSION SYSTEMS**

Paragraph 1 of Amendment No. 12 to the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

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Clause 2.3.1 of the Agreement states that all A320 Group 3 Aircraft will be delivered with two (2) IAE V2527-A5 powerplants installed.

Notwithstanding Clause 2.3.1 of the Agreement, the Buyer has requested and the Seller agrees that the Buyer may, subject to satisfaction of both conditions set forth in (i) and (ii) below, select the CFM International CFM56-5B4/3 powerplant for all (but not some) A320 Group 3 Aircraft rather than the IAE V2527-A5 powerplants:

- (i) the Buyer will give written notice to the Seller by no later than [\*\*\*] of its selection of the CFM International CFM56-5B4/3 powerplant; and
- (ii) the parties will execute and deliver an amendment to the Agreement by no later than [\*\*\*] that includes the matters set forth in Appendix 1 hereto.

If either of the above conditions is not fulfilled, the Buyer shall have no option to select the CFM International CFM56-5B4/3 powerplant for any A320 Group 3 Aircraft and all A320 Group 3 Aircraft will be delivered only in accordance the terms and conditions of the Agreement as amended by Amendment No. 11.

UNQUOTE

2 - **NEO PROPULSION SYSTEMS**

Clause 2.3.3 of the Agreement, as amended by Paragraph 2 of Amendment No. 12 to the Agreement, is deleted in its entirety and replaced with the following quoted text:

QUOTE

2.3.3 If the Buyer has not selected the A320 NEO Propulsion Systems as of the date of Amendment No. 11, such choice shall be made no later than [\*\*\*].

UNQUOTE

3 - **PREDELIVERY PAYMENTS**

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The parties acknowledge that Predelivery Payments received as of the Amendment Effective Date in respect of the A320 Group 3 Aircraft have been calculated using the IAE V2527-A5 Reference Price. If the Buyer selects the CFM56-5B4/3 powerplant, the Seller will retain excess Predelivery Payments, if any, and such excess will be applied against the next Predelivery Payment due for each A320 Group 3 Aircraft.

4 - **LETTER AGREEMENT**

Letter Agreement No. 7 to Amendment No. 11 to the Agreement is deleted in its entirety and replaced by the Amended and Restated Letter Agreement No. 7 to Amendment No. 11 attached hereto.

5 - **CONDITION PRECEDENT**

It is a condition precedent to the effectivity of this Amendment that at the time of execution hereof, no event shall have occurred which constitutes a Termination Event under the Agreement.

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6 - **EFFECT OF THE AMENDMENT**

1. The Agreement as amended by this Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.
2. The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms. Both parties agree that this Amendment will constitute an integral, nonseverable part of the Agreement and be governed by its provisions, except that if the Agreement and this Amendment have specific provisions that are inconsistent, the specific provisions contained in this Amendment will govern.

7 - **CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Amendment strictly confidential and hereby agree that such information is subject to the terms and conditions contained in Clause 22.7 of the Agreement.

8 - **GOVERNING LAW**

---

1. THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.
2. IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

9 - COUNTERPARTS

This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed will be an original, but all such counterparts will together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

---

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the Amendment Effective Date.

SPIRIT AIRLINES, INC.

By: /s/ Thomas Canfield  
Its: SVP & General Counsel

AIRBUS S.A.S.

By: /s/ Christopher Mourey  
Its: Senior Vice President - Contracts

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APPENDIX 1

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1. The definition of A320 Propulsion Systems will be deleted in its entirety and replaced with the following quoted text:

QUOTE

A320 Propulsion Systems - in respect of an (i) A320 Aircraft, A320 Group 1 Aircraft or A320 Group 2 Aircraft, the two (2) IAE V2527-A5 powerplants installed thereon at Delivery and (ii) A320 Group 3 Aircraft, the two (2) CFM International CFM56-5B4/3 powerplants installed thereon at Delivery, each composed of the powerplants (as such term is defined in Chapters 70-80 of ATA Specification 100 (Revision 21), but limited to the equipment, components, parts and accessories included in the powerplant, as so defined) that have been sold to the Seller by the Propulsion Systems manufacturer.

UNQUOTE

2. Clause 2.3.1 of the Agreement will be deleted in its entirety and replaced with the following quoted text:

QUOTE

### 2.3 Propulsion Systems

- 2.3.1.1 The Airframe for the A320 Group 1 Aircraft and A320 Group 2 Aircraft will be equipped with a set of two (2) International Aero Engine V2527-A5 Propulsion Systems.

- 2.3.1.2 The Airframe for the A320 Group 3 Aircraft will be equipped with a set of two (2) CFM International CFM56-5B4/3 Propulsion Systems.

TE

3. Clause 3.1.1.3.2 of the Agreement will be deleted in its entirety and replaced with the following quoted text:

QUOTE

### 3.1.1.3.2 A320 Propulsion Systems

- 3.1.1.3.2.1 The Base Price of the IAE V2527-A5 Propulsion Systems, at delivery conditions prevailing in January 2011, is:

[\*\*\*]

Said Base Price has been calculated from the Reference Price for the A320 Propulsion Systems indicated by International Aero Engines of [\*\*\*] in accordance with delivery conditions prevailing in January 2006.

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3.1.1.3.2.2

The Base Price of the CFM56-5B4/3 Propulsion Systems, at delivery conditions prevailing in January 2011, is:

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[\*\*\*]

Said Base Price has been calculated from the Reference Price for the A320 Propulsion Systems indicated by CFM International of [\*\*\*] in accordance with delivery conditions prevailing in January 2002.

UNQUOTE

4. Exhibit H-3 to the Agreement will be deleted in its entirety and replaced with the Exhibit H-3 attached to this Appendix 1.
- 

EXHIBIT H-3

## **CFM INTERNATIONAL PROPULSION SYSTEM PRICE REVISION FORMULA**

### **1.1 Reference Price of the Propulsion System**

The Reference Price for a set of two (2) CFM International CFM56-5B4/3 Propulsion Systems is as quoted in Clause 3.1.1.3 of the Agreement.

The Reference Prices for a set of two (2) CFM International LEAP-X series Propulsion Systems are as set forth in Clause 3.1.1.3 of the Agreement.

These Reference Prices are subject to adjustment for changes in economic conditions as measured by data obtained from the US Department of Labor, Bureau of Labor Statistics and in accordance with the provisions of Paragraphs 1.4. and 1.5. hereof.

### **1.2 Reference Periods**

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The Reference Price for a set of two (2) CFM International CFM56-5B4/3 Propulsion Systems has been established in accordance with the economic conditions prevailing for a theoretical delivery in January 2002 as defined by CFM International by the Reference Composite Price Index (CPI) 148.84.

The Reference Prices for a set of two (2) CFM International LEAP-X series Propulsion Systems has been established in accordance with the economic conditions prevailing for a theoretical delivery in January 2010 as defined by CFM International by the Reference Composite Price Index (CPI) 186.92.

### 1.3 Indexes

Labor Index: "Employment Cost Index for Workers in Aerospace manufacturing", hereinafter referred to as "**ECI336411W**", quarterly published by the US Department of Labor, Bureau of Labor Statistics, in "NEWS", and found in: Table 9, "WAGES and SALARIES (not seasonally adjusted): Employment Cost Indexes for Wages and Salaries for private industry workers by industry and occupational group", or such other name that may be from time to time used for the publication title and/or table, (Aircraft manufacturing, NAICS Code 336411, base month and year December 2005 = 100, hereinafter multiplied by 1.777 and rounded to the first decimal place).

The quarterly value released for a certain month (March, June, September and December) will be the one deemed to apply for the two (2) preceding months.

Index code for access on the Web site of the US Bureau of Labor Statistics: CIU20232110000001.

Material Index: "Industrial Commodities" (hereinafter referred to as "**IC**") as published in "PPI detailed report" (found in Table 6. "Producer price indexes and percent changes for commodity groupings and individual items not seasonally adjusted" or such other names that may be from time to time used for the publication title and/or table). (Base Year 1982 = 100).

Index code for access on the Web site of the US Bureau of Labor Statistics: WPU03THRU15.

### 1.4 Revision Formula

For CFM56-5B4/3 Propulsion Systems: [\*\*\*]

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For CFM LEAP-X series Propulsion Systems: [\*\*\*]

[\*\*\*]

## 1.5 General Provisions

### 1.5.1 Roundings

The Material Index average [\*\*\*] will be rounded to the nearest second decimal place and the Labor Index average [\*\*\*] will be rounded to the nearest first decimal place.

[\*\*\*] will be rounded to the nearest second decimal place.

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The final factor [\*\*\*] will be rounded to the nearest third decimal place.

The final factor [\*\*\*] will be rounded to the nearest third decimal place.

If the next succeeding place is five (5) or more, the preceding decimal place will be raised to the next higher figure. After final computation Pn will be rounded to the nearest whole number (0.5 rounds to 1).

#### 1.5.2 Final Index Values

The revised Reference Price at the date of Aircraft Delivery will not be subject to any further adjustments in the indexes.

#### 1.5.3 Interruption of Index Publication

If the US Department of Labor substantially revises the methodology of calculation or discontinues any of the indexes referred to hereabove, the Seller will reflect the substitute for the revised or discontinued index selected by CFM International, such substitute index to lead in application to the same adjustment result, insofar as possible, as would have been achieved by continuing the use of the original index as it may have fluctuated had it not been revised or discontinued.

Appropriate revision of the formula will be made to accomplish this result.

#### 1.5.4 Annulment of the Formula

Should the above provisions become null and void by action of the US Government, the Reference Price will be adjusted due to increases in the costs of labor and materiel which have occurred from the period represented by the applicable Reference Composite Price Index to the twelfth (12th) month prior to the scheduled month of Aircraft Delivery.

#### 1.5.5 Limitation

[\*\*\*]

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### **AMENDED AND RESTATED**

LETTER AGREEMENT NO. 7

TO

AMENDMENT NO. 11

As of January 10, 2013

---

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: A320 NEO AIRCRAFT PERFORMANCE GUARANTEE

Dear Ladies and Gentlemen,

**SPIRIT AIRLINES, INC.** (the "Buyer"), and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the Seller"), have entered into Amendment No. 13, dated as of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004 as amended from time to time (the "Agreement"), which Agreement covers among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 7 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1 - **AIRCRAFT CONFIGURATION**

The guarantees defined below (the "Guarantees") are applicable to the A320 NEO Aircraft as described in the Standard Specification defined below and as amended by the Specification Change Notices (SCNs) defined below without taking into account any further changes thereto as provided in the Agreement (the "Specification" for the purposes of this Letter Agreement).

1. **A320 NEO Aircraft with CFM International CFM LEAP-X1A26 engines**

[\*\*\*]

2. **A320 NEO Aircraft with Pratt and Whitney PW 1127G engines**

[\*\*\*]

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2 - **GUARANTEED PERFORMANCE**

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1. [\*\*\*]

2. [\*\*\*]

3. [\*\*\*]

4. [\*\*\*]

3 - **MANUFACTURER'S WEIGHT EMPTY**

[\*\*\*]

4 - **GUARANTEE CONDITIONS**

[\*\*\*]

5 - **GUARANTEE COMPLIANCE**

[\*\*\*]

6 - **ADJUSTMENT OF GUARANTEES**

7 - **EXCLUSIVE GUARANTEES**

[\*\*\*]

8 - **UNDERTAKING REMEDIES**

[\*\*\*]

9 - **DUPLICATE REMEDIES**

[\*\*\*]

10 - **ASSIGNMENT**

---

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

11 - **CONFIDENTIALITY**

The Seller and the Buyer (including their employees, agents and advisors) agree to keep the terms and conditions of this Letter Agreement strictly confidential and are subject to the terms and conditions contained in Clause 22.7 of the Agreement.

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12 - **GOVERNING LAW**

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.  
IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

13 - **COUNTERPARTS**

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christopher Mourey

Its: Senior Vice President - Contracts

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Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ Thomas Canfield

Its: SVP & General Counsel

---

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

**AMENDMENT NO. 14**

**TO**

**THE A320 FAMILY PURCHASE AGREEMENT**

**Dated as of May 5, 2004**

**BETWEEN AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.)**

**AND**

**SPIRIT AIRLINES, INC.**

This Amendment No. 14 to the A320 Family Purchase Agreement dated as of May 5, 2004 (this "**Amendment**"), is entered into as of June 20, 2013, by and between AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.), organized and existing under the laws of the Republic of France, having its registered office located at 1, Rond Point Maurice Bellonte, 31700 Blagnac, France (the "**Seller**") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (the "**Buyer**").

WHEREAS, the Buyer and the Seller have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, which, together with all Exhibits, Appendices and Letter Agreements attached thereto and as amended, modified or supplemented from time to time is hereinafter called the "**Agreement**"; and

WHEREAS, the Seller will sell and the Buyer will purchase twenty (20) additional A321-200 model aircraft in accordance with the terms set forth herein; and

WHEREAS, the Buyer's order for ten (10) of the A320 Group 3 Aircraft will be converted into A321-200 model aircraft; and

WHEREAS, the Buyer and the Seller will amend certain other terms of the Agreement in consideration of the foregoing.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

---

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

1 - SCOPE

The Buyer's order for Aircraft is amended to add the A321 Amd 14 Aircraft, convert ten (10) Group 3 A320 Aircraft to Converted A321 Aircraft and reschedule the delivery of [\*\*\*] A320 Group 3 Aircraft from [\*\*\*] to [\*\*\*].

---

2 - AMENDMENTS

2.1 Definitions

Clause 0 of the Agreement is amended to either modify or add the terms and corresponding definitions set forth below:

A321 Amd 14 Aircraft - any or all of the twenty (20) firmly ordered A321-200 model aircraft for which the delivery schedule is set forth in Clause 9.1.1.4, including the A321 Amd 14 Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the applicable A321 Propulsion System installed thereon upon delivery.

A321 Amd 14 Airframe - any A321 Amd 14 Aircraft, excluding the A321 Propulsion System.

Aircraft - any or all of the A319 Aircraft, A320 Aircraft, A320 Group 1 Aircraft, A320 Group 2 Aircraft, A320 Group 3 Aircraft, A321 Aircraft, A321 Amd 14 Aircraft, Converted A321 Aircraft and NEO Aircraft to be sold by the Seller and purchased by the Buyer pursuant to this Agreement.

Base Price of the A321 Amd 14 Airframe - as defined in Clause 3.1.1.2.9.

Converted A321 Aircraft - any or all of the ten (10) firmly ordered A321-200 model aircraft that have been converted from Group 3 A320 Aircraft and for which the delivery schedule is set forth in Clause 9.1.1.4, including the Converted A321 Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the applicable A321 Propulsion System installed thereon upon delivery.

Converted A321 Airframe - any Converted A321 Aircraft, excluding the A321 Propulsion System.

Specification - any or all of the A319 Aircraft Iss. 7 Specification, A319 Specification, A320 Aircraft Iss 7. Specification, A320 Aircraft Iss. 8 Specification, A320 Specification, A321 Aircraft Iss. 5 Specification and A321 Specification, as the context may require.

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Standard Specification - any or all of the A319 Aircraft Iss. 7 Standard Specification, A319 Standard Specification, A320 Aircraft Iss. 7 Standard Specification, A320 Aircraft Iss. 8 Standard Specification, A320 Standard Specification, A321 Aircraft Iss. 5 Standard Specification and A321 Standard Specification, as applicable."

## 2.2 Specification

2.2.1 Clause 2.1.1 of the Agreement is deleted in its entirety and replaced with the following:

"2.1.1 The Aircraft will be manufactured in accordance with the following Specifications:

---

Aircraft	Specification
A319 Aircraft	A319 Specification
A319 NEO Aircraft	A319 Aircraft Iss. 7 Specification
A320 Aircraft	A320 Specification
A320 Group 1 Aircraft	A320 Aircraft Iss. 7 Specification
A320 Group 2 Aircraft, A320 Group 3 Aircraft, and A320 NEO Aircraft	A320 Aircraft Iss. 8 Specification
A321 Aircraft	A321 Specification
A321 Amd 14 Aircraft	A321 Aircraft Iss. 5 Specification
Converted A321 Aircraft	A321 Aircraft Iss. 5 Specification
A321 NEO Aircraft	A321 Aircraft Iss. 5 Specification"

2.2.2 Clause 2.3.1 of the Agreement is renumbered as "2.3.1(i)" and the following is inserted immediately before the period at the end thereof:

"; and

(ii) Each A321 Amd 14 Airframe and Converted A321 Airframe will be equipped with an A321 Propulsion System."

2.2.3 Clause 2.3.2 of the Agreement is deleted in its entirety and replaced with the following:

### 2.3.2 NEO Propulsion Systems

(i) Each A319 NEO Airframe will be equipped with a set of two (2) Pratt & Whitney PW1124G-JM engines, with an AET of 24,500 lbf. (such set, upon selection, an "**A319 NEO Propulsion System**").

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- (ii) Each A320 NEO Airframe will be equipped with a set of two (2) Pratt & Whitney PW1127G-JM engines, with an AET of 26,800 lbf. (such set, upon selection, an "**A320 NEO Propulsion System**").
- (iii) Each A321 NEO Airframe will be equipped with a set of two (2) Pratt & Whitney PW1133G-JM engines, with an AET of 32,700 lbf. (such set, upon selection, an "**A321 NEO Propulsion System**")."

## 2.3 Price

2.3.1 Clause 3.1.1.2.6 of the Agreement is renumbered as "3.1.1.2.7".

2.3.2 Clause 3.1.1.2.7 of the Agreement is renumbered as "3.1.1.2.8".

2.3.3 Clause 3.1.1.2.8(ii) of the Agreement is deleted in its entirety and replaced with the following:

"(ii) the sum of the base prices of any and all SCNs (other than Irrevocable SCNs to the extent included in clause (iii) below) set forth in Exhibit A-4E is:

[\*\*\*] and"

2.3.4 The following is inserted immediately after the end of Clause 3.1.1.2.8:

### A321 Amd 14 Airframe and Converted A321 Airframe

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The Base Price of the A321 Amd 14 Airframe or the Converted A321 Airframe, as applicable, is the sum of the following Base Prices:

- (i) the Base Price of the A321 Amd 14 Airframe or the Converted A321 Airframe, as applicable, as defined in the A321 Aircraft Iss. 5 Standard Specification (excluding Buyer Furnished Equipment and SCNs), at delivery conditions prevailing in January 2011, is:  
[\*\*\*], and
  - (ii) the Base Price of anticipated SCNs for the A321 Amd 14 Aircraft and the Converted A321 Aircraft as set forth in Exhibit A-4F, at delivery conditions prevailing in January 2011, is:
-

[\*\*\*].

The Base Price of the A321 Amd 14 Airframe and the Converted A321 Airframe has been established in accordance with the average economic conditions prevailing in the A320 Family Base Period."

2.3.5 Clause 3.2.4 of the Agreement is deleted in its entirety and replaced with the following:

"3.2.4 The Final Contract Price of an A320 Group 1 Aircraft, A320 Group 2 Aircraft, A320 Group 3 Aircraft, A321 Amd 14 Aircraft or Converted A321 Aircraft will be the sum of:

- (i) the Base Price of the A320 Group 1 Airframe, A320 Group 2 Airframe, A320 Group 3 Airframe, A321 Amd 14 Airframe or Converted A321 Airframe, as applicable, as adjusted to the Delivery Date of such Aircraft, in accordance with the Seller Price Revision Formula 2011;
  - (ii) the price of any SCNs for the A320 Group 1 Aircraft, A320 Group 2 Aircraft, A320 Group 3 Aircraft, A321 Amd 14 Aircraft or Converted A321 Aircraft, as applicable, entered into after the date of signature of this Agreement, as adjusted to the Delivery Date of such Aircraft, in accordance with the Seller Price Revision Formula 2011;
  - (iii) the Reference Price of the A320 Propulsion Systems constituting a part of such A320 Group 1 Aircraft, A320 Group 2 Aircraft or A320 Group 3 Aircraft, or the A321 Propulsion System constituting a part of such A321 Amd 14 Aircraft or Converted A321 Aircraft, as applicable, and as adjusted to the Delivery Date of such Aircraft, in accordance with the Propulsion Systems Price Revision Formula;
  - (iv) the aggregate of all increases or decreases to the Propulsion Systems Reference Price as agreed in any Specification Change Notice or part thereof applicable to the Propulsion Systems subsequent to the date of this Agreement as revised as of the Delivery Date in accordance with Clause 4.2; and
  - (v) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the A320 Group 1 Aircraft, A320 Group 2 Aircraft, A320 Group 3 Aircraft, A321 Amd 14 Aircraft or Converted A321 Aircraft, as applicable."
- 

#### 2.4 Delivery

Clause 9.1.1.4 of the Agreement is deleted in its entirety and replaced with the following quoted text:

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"9.1.1.4

The Scheduled Delivery Quarters for the A320 Group 3 Aircraft, A321 Amd 14 Aircraft and Converted A321 Aircraft are as follows:

Aircraft Type	Number of Aircraft	Quarter/Year	CAC ID No.
A320 Group 3 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
Converted A321 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
Converted A321 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]

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Converted A321 Aircraft	1	[***]	[***]
A320 Group 3 Aircraft	1	[***]	[***]
A321 Amd 14 Aircraft	1	[***]	[***]
Converted A321 Aircraft	1	[***]	[***]
Converted A321 Aircraft	1	[***]	[***]
Converted A321 Aircraft	1	[***]	[***]
Converted A321 Aircraft	1	[***]	[***]
Converted A321 Aircraft	1	[***]	[***]
Converted A321 Aircraft	1	[***]	[***]
Converted A321 Aircraft	1	[***]	[***]

## 2.5 Exhibits

- 2.5.1      Exhibit A-4E to the Agreement is deleted in its entirety and replaced with the Exhibit A-4E set forth in Appendix 1.
- 2.5.2      Exhibit A-4F, set forth in Appendix 1, is added to the Agreement immediately following the end of Exhibit A-4E.

### **3 - CONDITION PRECEDENT**

It is a condition precedent to the effectiveness of this Amendment that, at the time of execution hereof, no event shall have occurred which constitutes a Termination Event.

### **4 - EFFECT OF THE AMENDMENT**

1.      The Agreement as amended by this Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.
2.      The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms.

### **5 - CONFIDENTIALITY**

This Amendment and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

6 -

GOVERNING LAW

1. THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.
  2. IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.
- 

7 -

COUNTERPARTS

This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed will be an original, but all such counterparts will together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

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IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

SPIRIT AIRLINES, INC.

By: /s/ Thomas Canfield  
Its: SVP & General Counsel

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AIRBUS S.A.S.

By: /s/ John J. Leahy  
Its: Chief Operating Officer - Customers

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APPENDIX 1

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Exhibit A-4E SCNs for A321 NEO Aircraft

Exhibit A-4F SCNs for A321 Amd 14 Aircraft and Converted A321 Aircraft

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APPENDIX 1

Exhibit A4-E

**SCNs for A321 NEO Aircraft**

[\*\*\*]

---

APPENDIX 1

Exhibit A4-F

**SCNs for A321 Amd 14 Aircraft and Converted A321 Aircraft**

[\*\*\*]

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LETTER AGREEMENT NO. 1

TO

AMENDMENT NO. 14

As of June 20, 2013

---

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: PURCHASE INCENTIVES

Dear Ladies and Gentlemen,

**SPIRIT AIRLINES, INC.** (the "Buyer") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the Seller) have entered into Amendment No. 14, of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended from time to time (the "Agreement"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 1 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1           **CREDIT MEMORANDUMS**

1.1 A320 Group 3 Aircraft

1.1.1       In consideration of the Buyer's order for twenty (20) A321 Amd 14 Aircraft, [\*\*\*] of each A320 Group 3 Aircraft, the Seller will provide the Buyer with a credit in the amount of [\*\*\*] (the "[\*\*\*]").

1.1.2       [\*\*\*]

1.1.3       [\*\*\*]

1.2 A321 Amd 14 Aircraft

1.2.1       [\*\*\*] of each A321 Amd 14 Aircraft, the Seller will provide to the Buyer a credit of [\*\*\*] (the "[\*\*\*]").

1.2.2       [\*\*\*]

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1.2.3        [\*\*\*]

1.3 Converted A321 Aircraft

1.3.1        [\*\*\*] of each Converted A321 Aircraft, the Seller will provide to the Buyer a credit of [\*\*\*] (the "[\*\*\*]").

1.3.2        [\*\*\*]

1.3.3        [\*\*\*]

1.4 [\*\*\*]

2              **AIRCRAFT NON-DELIVERY**

[\*\*\*]

3              **AMENDMENTS**

3.1 Escalation Protection

3.2 SAVE Credit

Paragraph 6 of Letter Agreement No. 1 to Amendment No. 11 to the Agreement is deleted in its entirety and replaced by the following quoted text:

"6 SAVE CREDIT

6.1        [\*\*\*]

6.2        [\*\*\*]

6.3        The Save Credit will be deemed an A320 Group 3 Aircraft Credit Memoranda as set forth in Paragraph 2 of this Letter Agreement.

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**ASSIGNMENT**

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

**CONFIDENTIALITY**

This Amendment and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

**GOVERNING LAW**

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THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.  
IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**COUNTERPARTS**

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ John J. Leahy

---

Its: Chief Operating Officer - Customers

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ Thomas Canfield

Its: SVP & General Counsel

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LETTER AGREEMENT NO. 2

TO

AMENDMENT NO. 14

As of June 20, 2013

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: PAYMENT TERMS

Dear Ladies and Gentlemen,

**SPIRIT AIRLINES, INC.** (the "Buyer") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "Seller") have entered into Amendment No. 14, of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended from time to time (the "Agreement"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 2 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter

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Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

## **PART I PAYMENT TERMS**

1. Clause 5.2.3C of the Agreement is deleted in its entirety and replaced with the following:

"C. Predelivery Payments for each A320 Group 3 Aircraft, A321 Amd 14 Aircraft and Converted A321 Aircraft will be paid to the Seller according to the following schedule:

- 1.2 All Predelivery Payments that are due prior to signature of the Amendment will be paid at signature of the Amendment.

## 2 ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

### **3 CONFIDENTIALITY**

This Amendment and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

## 4 GOVERNING LAW

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.  
IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

5           **COUNTERPARTS**

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

---

Very truly yours,

AIRBUS S.A.S.

By: /s/ John J. Leahy

Its: Chief Operating Officer - Customers

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ Thomas Canfield

Its: SVP & General Counsel

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LETTER AGREEMENT NO. 3

TO

AMENDMENT NO. 14

As of June 20, 2013

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: MISCELLANEOUS

Dear Ladies and Gentlemen,

**SPIRIT AIRLINES, INC.** (the "Buyer") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "Seller") have entered into Amendment No. 14, of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended from time to time (the "Agreement"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 3 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1           **AMENDMENT**

1.1 Delivery

Paragraph 4 of Letter Agreement No. 3 to Amendment No. 11 to the Agreement is deleted in its entirety and replaced by the following quoted text:

[\*\*\*]

1.2 Excusable Delay

Clause 10.5.2 of the Agreement is deleted in its entirety and replaced with the following quoted text:

---

[\*\*\*]

### 1.3 Inexcusable Delay

---

1.3.1 Clause 11.1.1 of the Agreement is deleted in its entirety and replaced with the following quoted text:

"11.1.1 Liquidated Damages in the case of an Inexcusable Delay

Should an A319 Aircraft, A320 Aircraft, A320 Group 1 Aircraft, A320 Group 2 Aircraft, A320 Group 3 Aircraft, A321 Aircraft, A321 Amd 14 Aircraft or Converted A321 Aircraft not be Ready for Delivery within [\*\*\*], then such delay will be termed an "**Inexcusable Delay**." In the event of an Inexcusable Delay, the Buyer will have the right to claim, and the Seller will pay the Buyer liquidated damages of [\*\*\*].

[\*\*\*]

1.3.2 Clause 11.1.2 of the Agreement is deleted in its entirety and replaced with the following quoted text:

"11.1.2 Liquidated Damages with Short Term Notice Inexcusable Delay

[\*\*\*]

### 1.4 Aircraft Non-Delivery

Paragraph 1 of Letter Agreement No. 4 to Amendment No. 11 to the Agreement is deleted in its entirety and replaced by the following quoted text:

## "1 AIRCRAFT NON-DELIVERY

[\*\*\*]

## 2 PERFORMANCE GUARANTEES

Within ninety (90) days after execution of this Letter Agreement, the parties will negotiate in good faith to agree and execute performance guarantees for the

(i) A321 Amd 14 Aircraft and Converted A321 Aircraft on substantially similar terms to those set forth in Letter Agreement No. 6 to the Agreement, and

---

- (ii) A321 Amd 14 NEO Aircraft on substantially similar terms to those set forth in the Amended and Restated Letter Agreement No. 7 to Amendment No. 11 to the Agreement.

**3 ASSIGNMENT**

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

**4 CONFIDENTIALITY**

This Amendment and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

**5 GOVERNING LAW**

---

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.  
IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**6 COUNTERPARTS**

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

---

By: /s/ John J. Leahy

Its: Chief Operating Officer - Customers

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ Thomas Canfield

Its: SVP & General Counsel

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LETTER AGREEMENT NO. 4

TO

AMENDMENT NO. 14

As of June 20, 2013

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: SUPPORT MATTERS

Dear Ladies and Gentlemen,

**SPIRIT AIRLINES, INC.** (the "Buyer") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "Seller") have entered into Amendment No. 14, of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended from time to time (the "Agreement"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement.. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 4 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

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Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1           **SCOPE**

Except as set forth in this Letter Agreement, the terms of Letter Agreement No. 5 to the Agreement do not apply to the A321 Amd 14 Aircraft or the Converted A321 Aircraft.

2           **SELLER REPRESENTATIVES**

[\*\*\*]

3           **SERVICE LIFE POLICY**

Paragraph 8 of Letter Agreement No. 5 to the Agreement applies to the A321 Amd 14 Aircraft and Converted A321 Aircraft.

4           **AMENDMENTS**

4.1 Clause 12 - Warranty

---

Clause 12.1.3(ii) of the Agreement is deleted in its entirety and replaced with the following:

- "(ii)           With respect to the A320 Group 3 Aircraft, A321 Amd 14 Aircraft, Converted A321 Aircraft and NEO Aircraft, the warranties described in Clauses 12.1.1 and 12.1.2 hereinabove will be limited to those defects that become apparent within [\*\*\*] after Delivery of such affected A320 Group 3 Aircraft, A321 Amd 14 Aircraft, Converted A321 Aircraft or NEO Aircraft (the "**Extended Warranty Period**")."

4.2 Clause 16 - Training and Training Aids

Appendix A-1 to Clause 16 of the Agreement is deleted in its entirety and replaced by the revised Appendix A-1 set forth in Appendix 1 hereto.

4.3 Goods and Services Credit Memorandum

---

Paragraph 8.1 of Letter Agreement No. 5 to Amendment No. 11 to the Agreement is deleted in its entirety and replaced by the following:

"8.1 In respect of each A320 Group 3 Aircraft, A321 Amd 14 Aircraft, Converted A321 Aircraft and NEO Aircraft, the Seller will provide to the Buyer upon Delivery of each such Aircraft the following credit memorandum (the "**Goods and Services Credit Memoranda**"):

[\*\*\*]

The Goods and Services Credit Memoranda are quoted at delivery conditions prevailing in the A320 Family Base Period and will be adjusted in accordance with the Seller Price Revision Formula 2011, as adjusted in accordance with Paragraph 5 of Letter Agreement No. 1 to the Amendment."

## 5 ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

## 6 CONFIDENTIALITY

This Amendment and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

## 7 GOVERNING LAW

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

## 8 COUNTERPARTS

---

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

---

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ John J. Leahy

Its: Chief Operating Officer - Customers

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ Thomas Canfield

Its: SVP & General Counsel

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Appendix 1

**APPENDIX "A-1" TO CLAUSE 16**

**TRAINING ALLOWANCES**

For the avoidance of doubt, all quantities indicated below are the total quantities granted for the whole of the Buyer's fleet of ninety-five (95) additional Aircraft made up of twenty (20) A320 Group 3 Aircraft, ten (10) Converted A321 Aircraft, twenty (20) A321 Amd 14 Aircraft, thirty (30) A320 NEO Aircraft and fifteen (15) A321 Amd 14 NEO Aircraft, unless otherwise specified. For the purposes of this Appendix A-1, the defined term "Aircraft" is limited to the twenty (20) A320 Group 3 Aircraft, ten (10) Converted A321 Aircraft, twenty (20) A321 Amd 14 Aircraft, thirty (30) A320 NEO Aircraft and fifteen (15) A321 Amd 14 NEO Aircraft.

The contractual training courses defined in this Appendix A-1 will be provided up to [\*\*\*] after Delivery of the last firmly ordered Aircraft delivered under this Agreement.

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Notwithstanding the above, flight operations training courses granted per firmly ordered Aircraft in this Appendix A-1 will be provided by the Seller within a period starting six (6) months before and ending six (6) months after said Aircraft Delivery.

Any deviation to said training delivery schedule will be mutually agreed between the Buyer and the Seller.

## **1 FLIGHT OPERATIONS TRAINING**

### **1.1 Flight Crew Training**

The Seller will provide to the Buyer [\*\*\*] flight crew training (standard transition course) for [\*\*\*] of the Buyer's flight crews per firmly ordered A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft and [\*\*\*] of the Buyer's flight crews per firmly ordered A321 Amd 14 Aircraft.

The Seller will provide to the Buyer [\*\*\*] hours of dry simulator time in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

The Seller will provide to the Buyer [\*\*\*] hours of dry simulator time in consideration of the Buyer's order for firmly ordered A321 Amd 14 Aircraft.

### **1.2 Low Visibility Operations Training**

The Seller will provide [\*\*\*] Low Visibility Operations Training for [\*\*\*] flight crews per firmly ordered A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft and [\*\*\*] flight crews per firmly ordered A321 Amd 14 Aircraft.

### **1.3 Flight Crew Line Initial Operating Experience**

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The Seller will provide to the Buyer pilot Instructor (s) [\*\*\*] for a period of [\*\*\*] months in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

The Seller will provide to the Buyer pilot Instructor (s) [\*\*\*] for a period of [\*\*\*] months in consideration of the Buyer's order for A321 Amd 14 Aircraft.

Unless otherwise agreed during the Training Conference, in order to follow the Aircraft Delivery schedule, the maximum number of pilot instructors present at any one time will be limited to [\*\*\*] pilot instructors.

### **1.4 Type Specific Cabin Crew Training Course**

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The Seller will provide to the Buyer [\*\*\*] type specific training for cabin crews for [\*\*\*] of the Buyer's cabin crew instructors, pursers or cabin attendants in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

The Seller will provide to the Buyer [\*\*\*] type specific training for cabin crews for [\*\*\*] of the Buyer's cabin crew instructors, pursers or cabin attendants in consideration of the Buyer's order for A321 Amd 14 Aircraft.

#### **1.5 Airbus Pilot Instructor Course (APIC)**

The Seller will provide to the Buyer transition Airbus pilot instructor course(s) (APIC), for flight and synthetic instruction, [\*\*\*] for the Buyer's personnel [\*\*\*] for [\*\*\*] of the Buyer's flight instructors in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

The Seller will provide to the Buyer transition Airbus pilot instructor course(s) (APIC), for flight and synthetic instruction, [\*\*\*] for the Buyer's personnel [\*\*\*] for [\*\*\*] of the Buyer's flight instructors in consideration of the Buyer's order for A321 Amd 14 Aircraft.

APIC courses will be performed in groups of [\*\*\*] trainees.

### **2 PERFORMANCE / OPERATIONS COURSE(S)**

The Seller will provide to the Buyer [\*\*\*] trainee days of performance / operations training [\*\*\*] for the Buyer's personnel in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

The Seller will provide to the Buyer [\*\*\*] trainee days of performance / operations training [\*\*\*] for the Buyer's personnel in consideration of the Buyer's order for A321 Amd 14 Aircraft.

### **3 MAINTENANCE TRAINING**

**3.1** The Seller will provide to the Buyer [\*\*\*] trainee days of maintenance training [\*\*\*] for the Buyer's personnel in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

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The Seller will provide to the Buyer [\*\*\*] trainee days of maintenance training [\*\*\*] for the Buyer's personnel in consideration of the Buyer's order for A321 Amd 14 Aircraft.

**3.2** The Seller will provide to the Buyer [\*\*\*] Engine Run-up course.

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**TRAINEE DAYS ACCOUNTING**

Trainee days are counted as follows:

- 4.1 For instruction at the Seller's Training Centers: one (1) day of instruction for one (1) trainee equals one (1) trainee day. The number of trainees [\*\*\*] will be counted as the number of trainees to have taken the course.
  - 4.2 For instruction outside of the Seller's Training Centers: one (1) day of instruction by one (1) Seller Instructor equals the actual number of trainees attending the course or a minimum of [\*\*\*] trainee days, except for structure maintenance training course(s).
  - 4.3 For structure maintenance training courses outside the Seller's Training Center(s), one (1) day of instruction by one (1) Seller Instructor equals the actual number of trainees attending the course or the minimum number of trainees [\*\*\*].
  - 4.4 For practical training, whether on training devices or on aircraft, one (1) day of instruction by one (1) Seller Instructor equals the actual number of trainees attending the course or a minimum of [\*\*\*] trainee days.
- 

**LETTER AGREEMENT NO. 5**

TO

AMENDMENT NO. 14

As of June 20, 2013

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: FLEXIBILITY

Dear Ladies and Gentlemen,

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**SPIRIT AIRLINES, INC.** (the "Buyer") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the Seller") have entered into Amendment No. 14, of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended from time to time (the "Agreement"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 5 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

## 1 CONVERSION RIGHT

1.1 [\*\*\*]

### 1.2 CEO Conversion Right Exercise

#### 1.3 Special Credit Memorandum

1.3.1 [\*\*\*] of each 2013 Converted Aircraft, the Seller will grant to the Buyer, a credit memorandum in the amount of [\*\*\*] (the "[\*\*\*]").

1.3.2 [\*\*\*]

1.3.3 [\*\*\*]

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## 2 AMENDMENT

Clause 0 of the Agreement is amended to delete the definition of A321 NEO Aircraft and replace such definition with the following:

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"A321 NEO Aircraft - any or all of the (i) A320 NEO Aircraft converted to firmly ordered A321-200 model aircraft with the New Engine Option or (ii) 2013 Converted Aircraft, including the A321 NEO Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the applicable A321 NEO Propulsion Systems installed thereon upon Delivery."

3           **ASSIGNMENT**

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

4           **CONFIDENTIALITY**

This Amendment and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

5           **GOVERNING LAW**

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.  
IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

6           **COUNTERPARTS**

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

---

---

By: /s/ John J. Leahy

Its: Chief Operating Officer - Customers

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ Thomas Canfield

Its: SVP & General Counsel

---

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

AMENDMENT NO. 15

TO

THE A320 FAMILY PURCHASE AGREEMENT

Dated as of May 5, 2004

BETWEEN AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.)

AND

SPIRIT AIRLINES, INC.

This Amendment No. 15 to the A320 Family Purchase Agreement dated as of May 5, 2004 (this "**Amendment**"), is entered into as of November 21, 2013, by and between AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.), organized and existing under the laws of the Republic of France, having its registered office located at 1, Rond Point Maurice Bellonte, 31700 Blagnac, France (the "**Seller**") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (the "**Buyer**").

WHEREAS, the Buyer and the Seller have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, which, together with all Exhibits, Appendices and Letter Agreements attached thereto and as amended, modified or supplemented from time to time is hereinafter called the "**Agreement**"; and

WHEREAS, the Buyer has requested and the Seller has agreed to advance the Scheduled Delivery Months of [\*\*\*] A320 Aircraft in accordance with the terms and conditions herein, and

WHEREAS, the Buyer and the Seller will amend certain other terms of the Agreement in consideration of the foregoing.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

---

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

**1 - AMENDMENT**

**Delivery Stream**

Clause 9.1.1.3 of the Agreement is deleted in its entirety and is replaced by the following:

**QUOTE**

9.1.1.3        The Scheduled Delivery Months for the A320 Group 1 Aircraft and A320 Group 2 Aircraft are as follows:

---

## UNQUOTE

For the avoidance of doubt, the entire delivery schedule for the Buyer's backlog Aircraft is included in Appendix A of this Amendment No. 15.

**2 - PROPULSION SYSTEMS**

A320 Group 3 Aircraft Propulsion Systems Selection

The Buyer and the Seller hereby acknowledge and agree that the A320 Group 3 Aircraft will be delivered with two (2) IAE V2527-A5 Propulsion Systems.

**3 - CONDITION PRECEDENT**

It is a condition precedent to the effectiveness of this Amendment No. 15 that, at the time of execution hereof, the Buyer shall pay to the Seller

US \$[\*\*\*]

(US dollars - [\*\*\*])

as Predelivery Payments due in respect of A320 Group 2 Aircraft bearing CAC ID [\*\*\*] and A320 Group 2 Aircraft bearing CAC ID [\*\*\*].

**4 - EFFECT OF THE AMENDMENT**

- 4.1 The Agreement as amended by this Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.
- 4.2 The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms.

**5 - CONFIDENTIALITY**

This Amendment and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

**6 - GOVERNING LAW**

- 6.1 THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.
-

6.2 IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

7 - **COUNTERPARTS**

This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed will be an original, but all such counterparts will together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

SPIRIT AIRLINES, INC.

AIRBUS S.A.S.

By: /s/ Edward M. Christie  
Its: SVP and CFO

By: /s/ Christophe Mourey  
Its: SVP Contracts

---

APPENDIX A



## APPENDIX A

[***]	Converted A321 Aircraft	[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	A320 NEO Aircraft	[***]	[***]	A320 NEO Aircraft	[***]
[***]	A320 NEO Aircraft	[***]	[***]	A320 NEO Aircraft	[***]
[***]	2013 Converted Aircraft (A321 NEO)	[***]	[***]	A320 NEO Aircraft	[***]
[***]	A320 NEO Aircraft	[***]	[***]	A320 NEO Aircraft	[***]
[***]	A320 NEO Aircraft	[***]	[***]	2013 Converted Aircraft (A321 NEO)	[***]
[***]	A320 NEO Aircraft	[***]	[***]	2013 Converted Aircraft (A321 NEO)	[***]
[***]	A320 NEO Aircraft	[***]	[***]	A320 NEO Aircraft	[***]
[***]	A320 NEO Aircraft	[***]	[***]	A320 NEO Aircraft	[***]
[***]	A320 NEO Aircraft	[***]	[***]	A320 NEO Aircraft	[***]
[***]	A320 NEO Aircraft	[***]	[***]	A320 NEO Aircraft	[***]
[***]	A320 Group 3 Aircraft	[***]	[***]	A320 NEO Aircraft	[***]
[***]	A321 Amd 14 Aircraft	[***]	[***]	A320 NEO Aircraft	[***]
[***]	A321 Amd 14 Aircraft	[***]	[***]	A320 NEO Aircraft	[***]
[***]	A320 Group 3 Aircraft	[***]	[***]	A320 NEO Aircraft	[***]
[***]	A320 Group 3 Aircraft	[***]	[***]	A320 NEO Aircraft	[***]

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

AMENDMENT NO. 16

TO

THE A320 FAMILY PURCHASE AGREEMENT

Dated as of May 5, 2004

BETWEEN AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.)

AND

SPIRIT AIRLINES, INC.

This Amendment No. 16 to the A320 Family Purchase Agreement dated as of May 5, 2004 (this "**Amendment**"), is entered into as of December 17, 2013, by and between AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.), organized and existing under the laws of the Republic of France, having its registered office located at 1, Rond Point Maurice Bellonte, 31700 Blagnac, France (the "**Seller**") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (the "**Buyer**").

WHEREAS, the Buyer and the Seller have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, which, together with all Exhibits, Appendices and Letter Agreements attached thereto and as amended, modified or supplemented from time to time is hereinafter called the "**Agreement**"; and

WHEREAS, the Buyer has requested and the Seller has agreed to advance the Scheduled Delivery Months of [\*\*\*] A320 Aircraft in accordance with the terms and conditions herein, and

WHEREAS, the Buyer and the Seller will amend certain other terms of the Agreement in consideration of the foregoing.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the

terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

---

**1 - AMENDMENTS**

1.1 Delivery Stream

Clause 9.1.1.3 of the Agreement is deleted in its entirety and is replaced by the following:

QUOTE

9.1.1.3 The Scheduled Delivery Months for the A320 Group 1 Aircraft and A320 Group 2 Aircraft are as follows:

---

## UNQUOTE

For the avoidance of doubt, the entire delivery schedule for the Buyer's backlog Aircraft is included in Appendix A of this Amendment No. 16.

1.2

PRICE

Clauses 3.1.1.3.4 and 3.1.1.3.5 of the Agreement are deleted in their entirety and are replaced with the following:

QUOTE

3.1.1.3.4 The base price (the "**CFMI LEAP-X1A26 Base Price**") of a set of two (2) CFM International LEAP-X1A26 engines, at delivery conditions prevailing in January 2011 is:

US\$ [\*\*\*]  
(US dollars-[\*\*\*]).

Said base price has been calculated from the reference price (the "**CFMI LEAP-X1A26 Reference Price**") indicated by the NEO Propulsion System Manufacturer of US\$ [\*\*\*] (US dollars - [\*\*\*]) in accordance with delivery conditions prevailing in January 2010.

3.1.1.3.5 The base price (the "**PW1127G-JM Base Price**") of a set of two (2) Pratt & Whitney PW1127G-JM engines, at delivery conditions prevailing in January 2011 is:

US\$ [\*\*\*]  
(US dollars-[\*\*\*]).

Said base price has been calculated from the reference price (the "**PW1127G-JM Reference Price**") indicated by the NEO Propulsion System Manufacturer of US\$ [\*\*\*] (US dollars-[\*\*\*]) in accordance with delivery conditions prevailing in January 2010.

UNQUOTE

---

**2 - CONDITION PRECEDENT**

It is a condition precedent to the effectiveness of this Amendment No. 16 that, at the time of execution hereof, the Buyer shall pay to the Seller

US \$[\*\*\*]  
(US dollars - [\*\*\*])

as Predelivery Payments due in respect of A320 Group 2 Aircraft bearing CAC ID [\*\*\*] and A320 Group 2 Aircraft bearing CAC ID [\*\*\*].

**3 - EFFECT OF THE AMENDMENT**

- 3.1 The Agreement as amended by this Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.
- 3.2 The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms.

**4 - CONFIDENTIALITY**

This Amendment and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

**5 - GOVERNING LAW**

- 5.1 THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.
- 5.2 IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**6 - UCOUNTERPARTS**

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This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed will be an original, but all such counterparts will together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

SPIRIT AIRLINES, INC.

AIRBUS S.A.S.

By: /s/ Edward M. Christie  
Its: SVP and CFO

By: /s/ Christophe Mourey  
Its: SVP Contracts

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APPENDIX A



## APPENDIX A

[***]	A320 Group 3 Aircraft	[***]
[***]	A320 Group 3 Aircraft	[***]
[***]	Converted A321 Aircraft	[***]
[***]	A321 Amd 14 Aircraft	[***]
[***]	A321 Amd 14 Aircraft	[***]
[***]	A320 Group 3 Aircraft	[***]
[***]	A320 Group 3 Aircraft	[***]
[***]	A320 Group 3 Aircraft	[***]
[***]	A320 Group 3 Aircraft	[***]
[***]	Converted A321 Aircraft	[***]
[***]	A321 Amd 14 Aircraft	[***]
[***]	A320 Group 3 Aircraft	[***]
[***]	A320 Group 3 Aircraft	[***]
[***]	A320 Group 3 Aircraft	[***]
[***]	Converted A321 Aircraft	[***]
[***]	A321 Amd 14 Aircraft	[***]
[***]	A320 Group 3 Aircraft	[***]
[***]	Converted A321 Aircraft	[***]

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

AMENDMENT NO. 17

TO

THE A320 FAMILY PURCHASE AGREEMENT

Dated as of May 5, 2004

BETWEEN AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.)

AND

SPIRIT AIRLINES, INC.

This Amendment No. 17 to the A320 Family Purchase Agreement dated as of May 5, 2004 (this "**Amendment**"), is entered into as of March 11<sup>th</sup>, 2014, by and between AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.), organized and existing under the laws of the Republic of France, having its registered office located at 1, Rond Point Maurice Bellonte, 31700 Blagnac, France (the "**Seller**") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (the "**Buyer**").

WHEREAS, the Buyer and the Seller have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, which, together with all Exhibits, Appendices and Letter Agreements attached thereto and as amended, modified or supplemented from time to time is hereinafter called the "**Agreement**"; and

WHEREAS, the Buyer has requested and the Seller has agreed to convert [\*\*\*] A320 Group 3 Aircraft to Converted A321 Aircraft, convert [\*\*\*] A320 NEO Aircraft to A321 NEO Aircraft and reschedule [\*\*\*] A320 Group 3 Aircraft in accordance with the terms and conditions herein, and

WHEREAS, the Buyer and the Seller will amend certain other terms of the Agreement in consideration of the foregoing.

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NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

## 1 - SCOPE

### 1.1 Additional A320 Group 3 Aircraft conversions to Converted A321 Aircraft

The Buyer's order for Aircraft is hereby amended to increase the number of A320 Group 3 Aircraft that are converted to Converted A321 Aircraft as defined herein, from ten (10) pursuant to Amendment No. 14 to fifteen (15). A320 Group 3 Aircraft bearing CAC ID Nos. [\*\*\*] are hereby converted to Converted A321 Aircraft pursuant to the terms and conditions herein.

### 1.2 A320 NEO Aircraft conversions to A321 NEO Aircraft

Notwithstanding the provisions of Clause 2.1.2 of the Agreement, the Buyer hereby irrevocably exercises five (5) NEO Conversion Rights on A320 NEO Aircraft bearing CAC ID Nos. [\*\*\*], thereby converting them to A321 NEO Aircraft (the "**2014 Converted A321 NEO Aircraft**") pursuant to the terms and conditions herein.

### 1.3 A320 Group 2 Aircraft and A320 Group 3 Aircraft Advancements

1.3.1 On an exceptional basis and in recognition of the Buyer's desire to accelerate growth of its fleet of A321 aircraft, the A320 Group 3 Aircraft bearing CAC ID No. [\*\*\*] which is being converted to a Converted A321 Aircraft through the execution of this Amendment No. 17, is hereby advanced from its original Scheduled Delivery Month of [\*\*\*] to its new Scheduled Delivery Month of [\*\*\*].

1.3.2 In order to streamline the customization process and reduce the period of time during which A320 Group 2 Aircraft and A320 Group 3 Aircraft are being delivered concurrently, the Seller hereby advances the Scheduled Delivery Month of A320 Group 2 Aircraft bearing CAC ID No. [\*\*\*], from [\*\*\*] to [\*\*\*].

### 1.4 A320 Group 3 Aircraft Rescheduling

In an effort to assist the Buyer in redistributing its backlog Aircraft, the Buyer and the Seller agree to reschedule two (2) A320 Group 3 Aircraft bearing CAC ID Nos. [\*\*\*], originally scheduled for delivery in [\*\*\*] to [\*\*\*].

For the purpose of this Amendment No.17 to the Agreement, the Aircraft mentioned in Clause 1 shall be hereinafter referred to as the "**Amendment No. 17 Aircraft**".

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## 2 - AMENDMENTS

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## Definitions

Clause 0 of the Agreement is amended to either modify or add the terms and corresponding definitions set forth below:

A319 NEO Standard Specification - has the meaning set out in Clause 2.1.2.2

A320 Family Base Period - the average economic conditions prevailing in December 2009, January 2010, February 2010 and corresponding to a theoretical delivery in January 2011.

A320 Group 3 Aircraft - any or all of the fifteen (15) firmly ordered A320-200 model aircraft for which the delivery schedule is set forth in Clause 9.1.1.4 hereof, including the A320 Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the applicable A320 Propulsion Systems installed thereon upon delivery.

A320 NEO Aircraft - any or all of the forty (40) firmly ordered A320-200N type Aircraft for which the delivery schedule is set forth in Clause 9.1.1.5 hereof.

A320 NEO Aircraft Specification - The A320 NEO Aircraft shall be manufactured in accordance with the A320 NEO Standard Specification, as may already have been modified or varied at the date of this Agreement by the Specification Change Notices listed in Exhibit A-4C.

A320 NEO Standard Specification means the A320-200N standard specification document Number D.000.02000N Issue 1, dated 21<sup>st</sup> December 2013, a copy of which has been annexed hereto as Exhibit A-2C.

A321 NEO Standard Specification - has the meaning set out in Clause 2.1.2.2

Base Price of the A321 Amd. 14 Airframe - as defined in Clause 3.1.1.2.10

Base Price of the Converted A321 Airframe - as defined in Clause 3.1.1.2.10

Converted A321 Aircraft - any or all of the fifteen (15) firmly ordered A321-200 model aircraft that have been converted from A320 Group 3 Aircraft and for which the delivery schedule is set forth in Clause 9.1.1.4, including the Converted A321 Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the applicable A321 Propulsion System installed thereon upon delivery.

Irrevocable SCNs - the list of SCNs set forth in Exhibits A-4D and A-4E that are irrevocably part of the A319 NEO Aircraft and A321 NEO Aircraft, respectively.

New Order Aircraft - any or all of the New Order CEO Aircraft and New Order NEO Aircraft.

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New Order CEO Aircraft - any or all of the A320 Group 3 Aircraft and Converted A321 Aircraft.

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New Order NEO Aircraft - any or all of the A320 NEO Aircraft and 2014 Converted A321 NEO Aircraft

NEO Standard Specification means individually or collectively the A319 NEO Standard Specification, the A320 NEO Standard Specification or the A321 NEO Standard Specification, as applicable.

Sharklets - a new large wingtip device, designed to enhance the eco-efficiency and payload range performance of the A320 family aircraft, and which are fitted on the NEO Aircraft and are part of the A320 NEO Standard Specification or the Irrevocable SCNs, as applicable.

Specification - any or all of the A319 Aircraft Iss. 7 Specification, A319 Specification, A320 Aircraft Iss. 7 Specification, A320 Aircraft Iss. 8 Specification, A320 Specification, A320 NEO Aircraft Specification, A321 Aircraft Iss. 5 Specification and A321 Specification, as the context may require.

Standard Specification - any or all of the A319 Aircraft Iss. 7 Standard Specification, A319 Standard Specification, A320 Aircraft Iss. 7 Standard Specification, A320 Aircraft Iss. 8 Standard Specification, A320 Standard Specification, A320-200N standard specification Iss. 1, A321 Aircraft Iss. 5 Standard Specification and A321 Standard Specification, as applicable."

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## 2.2 Specification

2.2.1 Clause 2.1 of the Agreement is deleted in its entirety and replaced with the following quoted text:

### QUOTE

#### 2.1 Aircraft Specification

2.1.1 The Aircraft will be manufactured in accordance with the following Specifications:

Aircraft	Specification
A319 Aircraft	A319 Specification
A319 NEO Aircraft	A319 Aircraft Iss. 7 Specification
A320 Aircraft	A320 Specification
A320 Group 1 Aircraft	A320 Aircraft Iss. 7 Specification
A320 Group 2 Aircraft, A320 Group 3 Aircraft	A320 Aircraft Iss. 8 Specification
A320 NEO Aircraft	A320 NEO Aircraft Specification
A321 Aircraft	A321 Specification
A321 Amd 14 Aircraft	A321 Aircraft Iss. 5 Specification
Converted A321 Aircraft	A321 Aircraft Iss. 5 Specification
A321 NEO Aircraft	A321 Aircraft Iss. 5 Specification

19 and A321 NEO Aircraft Specification

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#### 2.1.2.1 New Engine Option

The Seller is currently developing a new engine option (the "**New Engine Option**" or "**NEO**"), applicable to the A319/A321 aircraft. The specification of:

(i) The A319 NEO Aircraft shall be derived from the A319 Aircraft Iss. 7 Standard Specification and based on the A319 NEO Propulsion Systems, and

(ii) INTENTIONALLY LEFT BLANK

(iii) the A321 NEO Aircraft shall be derived from the A321 Aircraft Iss. 5 Standard Specification and based on the A321 NEO Propulsion Systems.

In addition, each such specification shall also include Sharklets, required airframe structural adaptations and Aircraft systems and software adaptations required to operate such New Engine Option Aircraft. The foregoing is currently reflected in the Irrevocable SCNs listed in Exhibits, A-4D and A-4E, the implementation of which is hereby irrevocably accepted by the Buyer.

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Notwithstanding the foregoing, upon the freeze of the technical configuration applicable to the combination of the respective CEO Standard Specification(s) and the corresponding Irrevocable SCNs, the Seller shall issue respectively an A319-100N Standard Specification Issue 1 (the "**A319 NEO Aircraft Standard Specification**") and an A321-200N Standard Specification Issue 1 (the "**A321 NEO Aircraft Standard Specification**"), which shall each automatically supersede the combination of the respective CEO Standard Specification(s) and the corresponding Irrevocable SCNs. The A319 NEO Aircraft and the A321 NEO Aircraft shall be manufactured in accordance with each such Issue 1 of the A319 NEO Aircraft Standard Specification and A321 NEO Aircraft Standard Specification, as applicable, as may already have been modified or varied at the date of this Agreement by the Specification Change Notices listed in Exhibit A4-D and Exhibit A4-E.

#### 2.1.2.3 A319 NEO and A321 NEO Weights

The New Engine Option shall modify the design weights of the respective CEO Standard Specifications as follows:

	<b>A319-100</b>	<b>A321-200</b>
<b>MTOW</b>	[***]	[***]
<b>MLW</b>	[***]	[***]
<b>MZFW</b>	[***]	[***]

The estimated basic Manufacturer's Weight Empty (MWE) of the respective CEO Standard Specifications § 13-10.01.00 shall be modified as follows:

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<b>Propulsion Systems as per Clause 2.3</b>	<b>A319-100</b>	<b>A321-200</b>
<b>PW</b>	[***]	[***]

It is agreed and understood that the above weights may be updated in each of the A319 NEO Standard Specification and A321 NEO Standard Specification.

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2.2.1.1 EXHIBIT A-4C to the Agreement is deleted in its entirety and is replaced with the Exhibit A-4C set forth hereto.

2.2.1.2 EXHIBIT A-4E to the Agreement is deleted in its entirety and is replaced with the Exhibit A-4E set forth hereto.

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2.3 **PRICE**

Clause 3.1 and 3.2 of the Agreement are hereby deleted in their entirety and are replaced with the following quoted text:

QUOTE

**3 - PRICE**

**3.1 Base Price of the Aircraft**

3.1.1 The Base Price of each applicable Aircraft is the sum of:

- (i) The Base Price of the applicable Airframe, and
  - (ii) the Base Price of the applicable Propulsion Systems for the Aircraft.
-

3.1.1.2      Base Price of the Airframe

3.1.1.2.1    INTENTIONALLY LEFT BLANK

3.1.1.2.2    INTENTIONALLY LEFT BLANK

3.1.1.2.3    INTENTIONALLY LEFT BLANK

3.1.1.2.4    INTENTIONALLY LEFT BLANK

3.1.1.2.5    A320 Group 2 Airframe and A320 Group 3 Airframe

The "Base Price of the A320 Group 2 Airframe" and the "Base Price of the A320 Group 3 Airframe" is the sum of the Base Prices set forth below in (i) and (ii):

(i)              The Base Price of the A320 Group 2 Airframe and the Base Price of the A320 Group 3 Airframe, as defined in the A320 Aircraft Iss. 8 Standard Specification (excluding Buyer Furnished Equipment and SCNs) including nacelles and thrust reversers, which is:

US\$ [\*\*\*]  
(US dollars-[\*\*\*]), and

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(ii)              the sum of the base prices of any and all SCNs set forth in Exhibit A-4B, which is:

US\$ [\*\*\*]

(US dollars-[\*\*\*])

The Base Price of the A320 Group 2 Airframe and the Base Price of the A320 Group 3 Airframe have been established in accordance with the average economic conditions prevailing in the A320 Family Base Period.

3.1.1.2.6    Base Price of the A320 NEO Airframe

The "Base Price of the A320 NEO Airframe" is the sum of the following base prices:

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(i) The base price of the A320 NEO Airframe as defined in the A320 NEO Standard Specification (excluding Buyer Furnished Equipment), including nacelles and thrust reversers, which is:

US\$ [\*\*\*]  
(US dollars-[\*\*\*]), and

(ii) the sum of the base prices of any and all SCNs set forth in Exhibit A-4C, which is:

US\$ [\*\*\*]  
(US dollars-[\*\*\*]), and

The Base Price of the A320 NEO Airframe has been established in accordance with the average economic conditions prevailing in the A320 Family Base Period.

3.1.1.2.7 The "Base Price of the A319 NEO Airframe" is the sum of the following base prices:

(i) The base price of the A319 NEO Airframe as defined in the A319 Aircraft Iss. 7 Standard Specification (excluding Buyer Furnished Equipment), including nacelles and thrust reversers, which is:

US\$ [\*\*\*]  
(US dollars-[\*\*\*]), and

(ii) the sum of the base prices of any and all SCNs (other than Irrevocable SCNs to the extent included in Clause (iii) below) set forth in Exhibit A-4D, which is:

US\$ [\*\*\*]  
(US dollars-[\*\*\*]), and

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(iii) the sum of the base prices of the Irrevocable SCNs set forth in Exhibit A-4D, which is the sum of:

(a) The base price of the New Engine Option:

US\$ [\*\*\*]  
(US dollars-[\*\*\*]), and

(b) The base price of the Sharklets:

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US\$ [\*\*\*]  
(US dollars-[\*\*\*])

The Base Price of the A319 NEO Airframe has been established in accordance with the average economic conditions prevailing in the A320 Family Base Period.

### 3.1.1.2.8 Base Price of the A321 NEO Airframe

The "Base Price of the A321 NEO Airframe" is the sum of the following base prices:

- (i) The base price of the A321 NEO Airframe as defined in the A321 Aircraft Iss. 5 Standard Specification (excluding Buyer Furnished Equipment), including nacelles and thrust reversers, which is:

US\$ [\*\*\*]  
(US dollars-[\*\*\*]), and

- (ii) the sum of the base prices of any and all SCNs (other than Irrevocable SCNs to the extent included in Clause (iii) below) set forth in Exhibit A-4E, which is:

US\$ [\*\*\*]  
(US dollars-[\*\*\*]), and

- (iii) the sum of the base prices of the Irrevocable SCNs set forth in Exhibit A-4E, which is the sum of:

- (a) the base price of the New Engine Option:

US\$ [\*\*\*]  
(US dollars-[\*\*\*]), and

- (b) the base price of the Sharklets:

US\$ [\*\*\*]  
(US dollars-[\*\*\*])

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The Base Price of the A321 NEO Airframe has been established in accordance with the average economic conditions prevailing in the A320 Family Base Period.

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3.1.1.2.9 It is hereby agreed and understood between the parties that, upon issuance of the respective Issue 1.0 of the A319 NEO Standard Specification(s) and the A321 NEO Standard Specification, the Airframe Base Price reflecting the Airframe as defined in each such Standard Specification(s) shall correspond to the sum of (i) and (ii) as set forth in respectively Clauses 3.1.1.2.7 and 3.1.1.2.8 above, as applicable

3.1.1.2.10 A321 Amd 14 Airframe and Converted A321 Airframe

The Base Price of the A321 Amd 14 Airframe or the Converted A321 Airframe, as applicable, is the sum of the following Base Prices:

(i) The Base Price of the A321 Amd 14 Airframe or the Converted A321 Airframe, as applicable, as defined in the A321 Aircraft Iss. 5 Standard Specification (excluding Buyer Furnished Equipment and SCNs), at delivery conditions prevailing in January 2011, which is:

US \$ [\*\*\*]

(US dollars-[\*\*\*]), and

(ii) The Base Price of anticipated SCNs for the A321 Amd 14 Aircraft and the Converted A321 Aircraft as set forth in Exhibit A-4F, at delivery conditions prevailing in January 2011, which is:

US \$ [\*\*\*]

(US dollars-[\*\*\*]).

The Base Price of the A321 Amd 14 Airframe and the Converted A321 Airframe has been established in accordance with the average economic conditions prevailing in the A320 Family Base Period.

3.1.1.3 Base Price of the Propulsion Systems

3.1.1.3.1 INTENTIONALLY LEFT BLANK

3.1.1.3.2 A320 Propulsion Systems

The Base Price of the IAE V2527-A5 Propulsion Systems, at delivery conditions prevailing in January 2011, is:

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US \$[\*\*\*]

(US dollars - [\*\*\*])

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Said Base Price has been calculated from the Reference Price for the A320 Propulsion Systems indicated by International Aero Engines of US \$[\*\*\*] (US dollars - [\*\*]) in accordance with delivery conditions prevailing in January 2006.

3.1.1.3.3      A321 Propulsion Systems

The Base Price of the IAE V2533-A5 Propulsion Systems for the A321 Aircraft, at delivery conditions prevailing in January 2011, is:

US \$[\*\*\*]  
(US dollars - [\*\*]).

Said Base Price has been calculated from the Reference Price for the A321 Propulsion Systems indicated by International Aero Engines of US \$[\*\*\*] (US dollars - [\*\*]) in accordance with delivery conditions prevailing in January 2006.

3.1.1.3.4      INTENTIONALLY LEFT BLANK

3.1.1.3.5      The base price (the "**PW1127G-JM Base Price**") of a set of two (2) Pratt & Whitney PW1127G-JM engines, at delivery conditions prevailing in January 2011 is:

US\$ [\*\*\*]  
(US dollars-[\*\*]).

Said base price has been calculated from the reference price (the "**PW1127G-JM Reference Price**") indicated by the NEO Propulsion System Manufacturer of US\$ [\*\*\*] (US dollars-[\*\*]) in accordance with the delivery conditions prevailing in January 2010.

3.1.1.3.6      Notwithstanding the foregoing, the Propulsion Systems Reference Prices correspond to the thrust ratings defined for the respective Propulsion Systems in Clause 2.3.2 and may be revised to reflect thrust rating adjustments upon final NEO specification freeze.

3.1.1.3.7      INTENTIONALLY LEFT BLANK

3.1.1.3.8      The base price (the "**PW1124G-JM Base Price**") of a set of two (2) Pratt & Whitney PW1124G-JM engines, at delivery conditions prevailing in January 2011 is:

US\$ [\*\*\*]  
(US dollars-[\*\*]).

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Said base price has been calculated from the reference price (the "**PW1124G-JM Reference Price**") indicated by the NEO Propulsion System Manufacturer of US\$ [\*\*\*] (US dollars-[\*\*\*]) in accordance with the delivery conditions prevailing in January 2010.

3.1.1.3.9 Notwithstanding the foregoing, the Propulsion Systems Reference Prices correspond to the thrust ratings defined for the respective Propulsion Systems in Clause 2.3.2 and may be revised to reflect thrust rating adjustments upon final NEO specification freeze.

3.1.1.3.10 INTENTIONALLY LEFT BLANK

3.1.1.3.11 The base price (the "**PW1133G-JM Base Price**") of a set of two (2) Pratt & Whitney PW1133G-JM engines, at delivery conditions prevailing in January 2011 is:

US\$ [\*\*\*]  
(US dollars-[\*\*\*]).

Said base price has been calculated from the reference price (the "**PW1133G-JM Reference Price**") indicated by the Propulsion System Manufacturer of US\$ [\*\*\*] (US dollars-[\*\*\*]) in accordance with delivery conditions prevailing in January 2010.

3.1.1.3.12 Notwithstanding the foregoing, the Propulsion Systems Reference Prices correspond to the thrust ratings defined for the respective Propulsion Systems in Clause 2.3.2 and may be revised to reflect thrust rating adjustments upon final NEO specification freeze.

## 3.2 Final Contract Price

3.2.1 INTENTIONALLY LEFT BLANK

3.2.2 INTENTIONALLY LEFT BLANK

3.2.3 INTENTIONALLY LEFT BLANK

3.2.4 The Final Contract Price of an A320 Group 2 Aircraft, A320 Group 3 Aircraft, A321 Amd 14 Aircraft or Converted A321 Aircraft will be the sum of:

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- (i) The Base Price of the A320 Group 2 Airframe, A320 Group 3 Airframe, A321 Amd 14 Airframe or Converted A321 Airframe, as applicable, as adjusted to the Delivery Date of such Aircraft, in accordance with the Seller Price Revision Formula 2011;
  - (ii) the price of any SCNs for the A320 Group 2 Aircraft, A320 Group 3 Aircraft, A321 Amd 14 Aircraft or Converted A321 Aircraft, as applicable, entered into after the date of signature of this Agreement, as adjusted to the Delivery Date of such Aircraft, in accordance with the Seller Price Revision Formula 2011;
  - (iii) the Reference Price of the A320 Propulsion Systems constituting a part of such A320 Group 2 Aircraft or A320 Group 3 Aircraft, or the A321 Propulsion System constituting a part of such A321 Amd 14 Aircraft or Converted A321 Aircraft, as applicable, and as adjusted to the Delivery Date of such Aircraft, in accordance with the Propulsion Systems Price Revision Formula;
  - (iv) the aggregate of all increases or decreases to the Propulsion Systems Reference Price as agreed in any Specification Change Notice or part thereof applicable to the Propulsion Systems subsequent to the date of this Agreement as revised as of the Delivery Date in accordance with Clause 4.2; and
  - (v) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the A320 Group 2 Aircraft, A320 Group 3 Aircraft, A321 Amd 14 Aircraft or Converted A321 Aircraft, as applicable."

### 3.2.5 The Final Contract Price of an A320 NEO Aircraft will be the sum of:

- (i) The Base Price of the A320 NEO Airframe, as adjusted to the Delivery Date of such A320 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
  - (ii) the price of any SCNs for the A320 NEO Aircraft entered into after the date of signature of this Amendment, as adjusted to the Delivery Date of such A320 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
  - (iii) the Propulsion Systems Reference Price, as adjusted to the Delivery Date of such A320 NEO Aircraft in accordance with the relevant Propulsion Systems Price Revision Formula;
  - (iv) the aggregate of all increases or decreases to the Propulsion Systems Reference Price as agreed in any Specification Change Notice or part thereof applicable to the Propulsion Systems subsequent to the date of this Agreement as revised as of the Delivery Date in accordance with Clause 4.2; and
  - (v) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the A320 NEO Aircraft.
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3.2.6 The Final Contract Price of an A319 NEO Aircraft will be the sum of:

- (i) The Base Price of the A319 NEO Airframe, as adjusted to the Delivery Date of such A319 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
- (ii) the price of any SCNs for the A319 NEO Aircraft entered into after the date of signature of this Amendment, as adjusted to the Delivery Date of such A319 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
- (iii) the Propulsion Systems Reference Price, as adjusted to the Delivery Date of such A319 NEO Aircraft in accordance with the relevant Propulsion Systems Price Revision Formula;
- (iv) the aggregate of all increases or decreases to the Propulsion Systems Reference Price as agreed in any Specification Change Notice or part thereof applicable to the A319 NEO Propulsion Systems subsequent to the date of this Agreement as revised as of the Delivery Date in accordance with Clause 4.2; and
- (v) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the A319 NEO Aircraft.

3.2.7 The Final Contract Price of an A321 NEO Aircraft will be the sum of:

- (i) The Base Price of the A321 NEO Airframe, as adjusted to the Delivery Date of such A321 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
  - (ii) the price of any SCNs for the A321 NEO Aircraft entered into after the date of signature of this Amendment, as adjusted to the Delivery Date of such A321 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
  - (iii) the Propulsion Systems Reference Price, as adjusted to the Delivery Date of such A321 NEO Aircraft in accordance with the relevant Propulsion Systems Price Revision Formula;
  - (iv) the aggregate of all increases or decreases to the Propulsion Systems Reference Price as agreed in any Specification Change Notice or part thereof applicable to the A321 NEO Propulsion Systems subsequent to the date of this Agreement as revised as of the Delivery Date in accordance with Clause 4.2; and
-

(v) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the A321 NEO Aircraft.

UNQUOTE

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2.4 Payment terms

2.4.1 Clause 5.2.2 of the Agreement is deleted in its entirety and is replaced with the following:

QUOTE

5.2.2 Predelivery Payments References Prices

5.2.2.1 INTENTIONALLY LEFT BLANK

5.2.2.2 The fixed Predelivery Payment Reference Price for the A320 Group 2 Aircraft is

US \$[\*\*\*]  
(US dollars - [\*\*\*])

5.2.2.3 The Predelivery Payment Reference Price for the A320 Group 3 Aircraft, A321 Amd 14 Aircraft, A321 Converted Aircraft and the NEO Aircraft is defined as:

A = [\*\*\*]

where

A = the Predelivery Payment Reference Price for an A320 Group 3 Aircraft, A321 Amd 14 Aircraft, A321 Converted Aircraft and the NEO Aircraft to be delivered in calendar year T.

Pb = the Base Price of the relevant A320 Group 3 Aircraft, A321 Amd 14 Aircraft, A321 Converted Aircraft and the NEO Aircraft as defined in Clause 3 of the Agreement.

N = T - [\*\*\*].

T = the year of delivery of the relevant A320 Group 3 Aircraft, A321 Amd 14 Aircraft, A321 Converted Aircraft and the NEO Aircraft.

UNQUOTE

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#### 2.4.2 Predelivery Payments

2.4.2.1 Prior to signature of this Amendment No. 17 to the Agreement, the Buyer has paid and the Seller has received Predelivery Payments amounting to US\$ [\*\*\*] (US dollars [\*\*]) in respect of the Amendment 17 Aircraft.

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2.4.2.2 Upon signature of this Amendment No. 17 to the Agreement, the Predelivery Payments due in respect of the Amendment No. 17 Aircraft are detailed under the "Due Predelivery Payments" column in table 1.

Aircraft	CAC ID	Converted/Advanced/Rescheduled	Due Predelivery Payments
A320	[***]	[***]	[***]
A320	[***]	[***]	[***]
A320	[***]	[***]	[***]
A320	[***]	[***]	[***]
A320	[***]	[***]	[***]
A320	[***]	[***]	[***]
A320	[***]	[***]	[***]
A320	[***]	[***]	[***]
A320	[***]	[***]	[***]
A320	[***]	[***]	[***]
A320	[***]	[***]	[***]
A320	[***]	[***]	[***]
A320	[***]	[***]	[***]
A320	[***]	[***]	[***]
A320	[***]	[***]	[***]
A320	[***]	[***]	[***]
		Total	[***]

Table 1

---

#### 2.5 Delivery

2.5.1 Clauses 9.1.1.3, 9.1.1.4 and 9.1.1.5 of the Agreement are deleted in their entirety and are replaced with the following quoted text:

QUOTE

9.1.1.3 The Scheduled Delivery Months for the A320 Group 2 Aircraft are as follows:

---

Year	Delivery Period	Aircraft	CAC ID
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]

---

9.1.1.4 The Scheduled Delivery Quarters for the A320 Group 3 Aircraft, A321 Amd 14 Aircraft and the Converted A321 Aircraft are as follows:

---

Year	Delivery Period	Aircraft	CAC ID
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]

---

[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]

9.1.1.5 The Scheduled Delivery Quarters for the NEO Aircraft are as follow:



[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]

2.5.2 For ease of reference, Clause 9.1.1.7 in the quoted text below is hereby added to the Agreement.

#### QUOTE

9.1.1.7 As of the date of signature of this Amendment No. 17, the Delivery Schedule for the Aircraft is:

---



[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	2014 Converted A321 NEO Aircraft	[***]
[***]	[***]	2013 Converted Aircraft (A321 NEO)	[***]
[***]	[***]	2014 Converted A321 NEO Aircraft	[***]
[***]	[***]	2014 Converted A321 NEO Aircraft	[***]

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The Buyer shall remain solely responsible for notifying the Propulsions Systems manufacturers of the new Delivery Schedules set forth in Clauses 9.1.1.3, 9.1.1.4, 9.1.1.5 and of the conversions of A320 Group 3 Aircraft and A320 NEO Aircraft to Converted A321 Aircraft and 2014 Converted A321 NEO Aircraft respectively. The Buyer shall hold the

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Seller harmless of any consequences resulting from the Buyer and the Propulsion Systems Manufacturers' failure to reach an agreement to revised commercial terms that may be required as a result of the terms of this Amendment No. 17.

#### **4 - CONDITION PRECEDENT**

It is a condition precedent to the effectiveness of this Amendment No. 17 to the Agreement that by close of business on date of signature of this Amendment No. 17 the Buyer shall pay to the Seller:

US\$ [\*\*\*]  
(US dollars [\*\*\*])

in Predelivery Payments, due in respect of the Amendment No.17 Aircraft.

#### **5 - EFFECT OF THE AMENDMENT**

- 5.1 The Agreement as amended by this Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.
- 5.2 The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms.

#### **6 - CONFIDENTIALITY**

This Amendment and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

#### **7 - GOVERNING LAW**

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7.1 THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

7.2 IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

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**8 - COUNTERPARTS**

This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed will be an original, but all such counterparts will together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

---

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: SVP Contracts

SPIRIT AIRLINES, INC.

By: /s/ Edward M. Christie

Its: SVP and CFO

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**A320-200N Standard Specification Iss. 1  
has been provided to the Buyer separately**

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APPENDIX A-4C

**SPIRIT AIRLINES A320NEO CUSTOMIZATION BUDGET PROPOSAL****Based on A320-200N Standard Spec Issue 1.0***New Engine Option (NEO) A320-200***LIST OF ADDITIONAL SCNS**

**NB:** Certain options from the currently available Airbus catalogues may not be applicable and/or certified for Aircraft equipped with New Engine Option in 2016 and 2017.

ATA	TITLE	A320-200N	Estimated BFE Budget \$US DC01/11 per aircraft
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

**TOTAL OF ADDITIONAL SCNS AND ESTIMATED BFE BUDGET - \$US  
DC01/2011 PER AIRCRAFT**

[\*\*\*]

[\*\*\*]

(\*\*) : The indicated thrust is the Airbus Equivalent Thrust at Mach number 0.25 / ISA +15C / sea level thrust divided by 0.8 (representative of sea level aircraft performance).

It may differ from the nominal thrust that will be eventually indicated by the engine manufacturer.

**SPIRIT AIRLINES - Customization budget proposal**

A321-200 NEO

Based on A321-200 Standard Specification issue 5.0 dated June 2011

**LIST OF IRREVOCABLE SCNS ASSOCIATED WITH THE NEO OPTIONS****NB:** These options shall be irrevocably part of the A321 NEO specification

ATA	TITLE	A321-200 NEO with CFM LEAP-1A	A321-200 NEO with PW1100G-JM
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
<b>TOTAL OF IRREVOCABLE SCNS - \$US DC01/2011 PER AIRCRAFT</b>		[***]	[***]

**LIST OF ADDITIONAL SCNS****NB:** Certain options from this list and currently available Airbus catalogues may not be applicable and/or certified for Aircraft equipped with New Engine Option in 2016 and 2017.

ATA	TITLE	A321-200 NEO
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
<b>TOTAL OF SCNS AND ESTIMATED BFE BUDGET - \$US DC01/2011 PER AIRCRAFT</b>		[***]
<b>GRAND TOTAL SCN FOR A321-200 EQUIPPED WITH NEO PER A/C (DC / 2011)</b>		[***]

(\*) : MLW and MZFW are indicative design weights representative of the A321-200 with NEO option. NEO design weights shall be updated with the final specification

(\*\*) : The indicated thrust is the Airbus Equivalent Thrust at Mach number 0.25 / ISA +15C / sea level thrust divided by 0.8 (representative of sea level aircraft performance).

It may differ from the nominal thrust that will be eventually indicated by the engine manufacturer.

LETTER AGREEMENT NO. 1

TO

AMENDMENT NO. 17

As of March 11th, 2014

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: PURCHASE INCENTIVES

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "Seller") have entered into Amendment No. 17, of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended from time to time (the "Agreement"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 1 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

1 AMENDMENTS

1.1 CREDIT MEMORANDUMS

Paragraph 1.1 of Letter Agreement No. 1 to Amendment No. 14 is deleted in its entirety and is replaced with the following quoted text.

QUOTE

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1.1 A320 Group 3 Aircraft

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1.1.1 In consideration of the Buyer's order for [\*\*\*] A321 Amd 14 Aircraft, upon delivery of each A320 Group 3 Aircraft and 2014 Converted A321 NEO Aircraft, the Seller will provide the Buyer with a [\*\*\*].

1.1.2 [\*\*\*]

1.1.3 [\*\*\*]

UNQUOTE

1.2        **SAVE CREDIT**

Paragraph No. 6 of Letter Agreement No .1 to the Agreement as amended by Paragraph No. 3.2 of Letter Agreement No. 1 to Amendment No. 14 to the Agreement is deleted in its entirety and replaced by the following quoted text:

QUOTE

6 [\*\*\*].

6.1            [\*\*\*].

6.2            [\*\*\*].

6.3            The Save Credit will be deemed an A320 Group 3 Aircraft and Converted A321 Aircraft Credit Memoranda as set forth in Paragraph 2 of this Letter Agreement.

UNQUOTE

**2            ASSIGNMENT**

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

---

**3 CONFIDENTIALITY**

This Amendment and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

**4 GOVERNING LAW**

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.  
IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**5 COUNTERPARTS**

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

---

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: SVP Contracts

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ Edward M. Christie

Its: SVP and CFO

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LETTER AGREEMENT NO. 2

TO

AMENDMENT NO. 17

As of March 11<sup>th</sup>, 2014

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: Payment Terms

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "**Buyer**") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "**Seller**") have entered into Amendment No. 17, of even date herewith (the "**Amendment**"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended from time to time (the "**Agreement**"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 2 to the Amendment (the "**Letter Agreement**") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

---

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

## 1 AMENDMENTS

Clause 5.2.3 is deleted in its entirety and is replaced with the following quoted text:

QUOTE

5.2.3 A. INTENTIONALLY LEFT BLANK

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B. Predelivery Payments for the A320 Group 2 Aircraft will be paid according to the following schedule:

Payment Date	Percentage of Predelivery Payment Reference Price
1 <sup>st</sup> Payment	Upon Signature of Amendment No. 4 to the Agreement, in respect of each A320 Group 2 Aircraft [***]
	No later than the [***] Working Day of the following months:
2 <sup>nd</sup> Payment	The [***] month before the Scheduled Delivery Month of each A320 Group 2 Aircraft as set forth in this Agreement. [***]
3 <sup>rd</sup> Payment	The [***] month before the Scheduled Delivery Month of each A320 Group 2 Aircraft as set forth in this Agreement. [***]
4 <sup>th</sup> Payment	The [***] month before the Scheduled Delivery Month of each A320 Group 2 Aircraft as set forth in this Agreement. [***]
5 <sup>th</sup> Payment	The [***] month before the Scheduled Delivery Month of each A320 Group 2 Aircraft as set forth in this Agreement. [***]
6 <sup>th</sup> Payment	The [***] month before the Scheduled Delivery Month of each A320 Group 2 Aircraft as set forth in this Agreement. [***]
TOTAL PAYMENT PRIOR TO DELIVERY	[***]

---

C. Predelivery Payments for each A320 Group 3 Aircraft, A321 Amd 14 Aircraft and Converted A321 Aircraft will be paid to the Seller according to the following schedule:

Payment Date	Percentage of Predelivery Payment Reference Price
1 <sup>st</sup> Payment	Upon the Effective Date (as such term is defined in Letter Agreement No. 8 to the Amendment) in respect of each A320 Group 3 Aircraft [***]
2 <sup>nd</sup> Payment	No later than the [***] Working Day of the following months: The [***] month before the Scheduled Delivery Month of each A320 Group 3 Aircraft as set forth in this Agreement.
3 <sup>rd</sup> Payment	The [***] month before the Scheduled Delivery Month of each A320 Group 3 Aircraft as set forth in this Agreement.
4 <sup>th</sup> Payment	The [***] month before the Scheduled Delivery Month of each A320 Group 3 Aircraft as set forth in this Agreement.
5 <sup>th</sup> Payment	The [***] month before the Scheduled Delivery Month of each A320 Group 3 Aircraft as set forth in this Agreement.
6 <sup>th</sup> Payment	The [***] month before the Scheduled Delivery Month of each A320 Group 3 Aircraft as set forth in this Agreement.
TOTAL PAYMENT PRIOR TO DELIVERY	[***]

---

D. Predelivery Payments for each NEO Aircraft will be paid to the Seller according to the following schedule:

---

Payment Date		Percentage of Predelivery Payment Reference Price
1 <sup>st</sup> Payment	On signature of Amendment No. 11 to the Agreement in respect of each NEO Aircraft	[***]
2 <sup>nd</sup> Payment	January 2, 2013	[***]
3 <sup>rd</sup> Payment	January 2, 2014	[***]
4 <sup>th</sup> Payment	January 2, 2015	[***]
	No later than the [***] Working Day of the following months:	
5 <sup>th</sup> Payment	The [***] month before the Scheduled Delivery Month of each A320 NEO Aircraft as set forth in this Agreement.	[***]
6 <sup>th</sup> Payment	The [***] month before the Scheduled Delivery Month of each A320 NEO Aircraft as set forth in this Agreement.	[***]
7 <sup>th</sup> Payment	The [***] month before the Scheduled Delivery Month of each A320 NEO Aircraft as set forth in this Agreement.	[***]
8 <sup>th</sup> Payment	The [***] month before the Scheduled Delivery Month of each A320 NEO Aircraft as set forth in this Agreement.	[***]
TOTAL PAYMENT PRIOR TO DELIVERY		[***]

In the event of the above schedules resulting in any Predelivery Payment falling due prior to the date of signature of the Agreement, such Predelivery Payments shall be made upon signature of this Agreement.

---

## 2 ASSIGNMENT

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

## 3 CONFIDENTIALITY

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This Amendment and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

**4 GOVERNING LAW**

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.  
IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**5 COUNTERPARTS**

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

---

If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: SVP Contracts

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ Edward M. Christie

Its: SVP and CFO

---

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LETTER AGREEMENT NO. 3

TO

AMENDMENT NO. 17

As of March 11<sup>th</sup>, 2014

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: SUPPORT MATTERS

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "Seller") have entered into Amendment No. 17, of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended from time to time (the "Agreement"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement.. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 3 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

---

**1 AMENDMENT**

1.1 Appendix A-1 to Clause 16 of the Agreement is deleted in its entirety and replaced by the revised Appendix A-1 set forth hereto.

---

**APPENDIX "A-1" TO CLAUSE 16**

**TRAINING ALLOWANCES**

For the avoidance of doubt, all quantities indicated below are the total quantities granted for the whole of the Buyer's fleet of ninety-five (95) additional Aircraft made up of fifteen (15) A320 Group 3 Aircraft, fifteen (15) Converted A321 Aircraft, fifteen (15) A321 Amd 14 Aircraft, forty (40) A320 NEO Aircraft and ten (10) A321 NEO Aircraft, unless otherwise specified. For the purposes of this Appendix A-1, the defined term "Aircraft" is limited to the fifteen (15) A320 Group 3 Aircraft, fifteen (15) Converted A321 Aircraft, fifteen (15) A321 Amd 14 Aircraft, forty (40) A320 NEO Aircraft and ten (10) A321 NEO Aircraft.

The contractual training courses defined in this Appendix A-1 will be provided up to [\*\*\*] of the last firmly ordered Aircraft delivered under this Agreement.

Notwithstanding the above, flight operations training courses granted per firmly ordered Aircraft in this Appendix A-1 will be provided by the Seller [\*\*\*] before and ending [\*\*\*].

Any deviation to said training delivery schedule will be mutually agreed between the Buyer and the Seller.

**1 FLIGHT OPERATIONS TRAINING**

**1.1 Flight Crew Training**

The Seller will provide to the Buyer [\*\*\*] flight crew training (standard transition course) for [\*\*\*] of the Buyer's flight crews per firmly ordered A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft and [\*\*\*] of the Buyer's flight crews per firmly ordered A321 Amd 14 Aircraft.

The Seller will provide to the Buyer [\*\*\*] of dry simulator time in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

The Seller will provide to the Buyer [\*\*\*] of dry simulator time in consideration of the Buyer's order for firmly ordered A321 Amd 14 Aircraft.

---

1.2

### **Low Visibility Operations Training**

The Seller will provide [\*\*\*] Low Visibility Operations Training for [\*\*\*] flight crews per firmly ordered A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft and [\*\*\*] flight crews per firmly ordered A321 Amd 14 Aircraft.

---

1.3

### **Flight Crew Line Initial Operating Experience**

The Seller will provide to the Buyer pilot Instructor (s) [\*\*\*] for a period of [\*\*\*] pilot instructor [\*\*\*] in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

The Seller will provide to the Buyer pilot Instructor (s) [\*\*\*] for a period of [\*\*\*] pilot instructor [\*\*\*] in consideration of the Buyer's order for A321 Amd 14 Aircraft.

Unless otherwise agreed during the Training Conference, in order to follow the Aircraft Delivery schedule, the maximum number of pilot instructors present at any one time will be limited to [\*\*\*] pilot instructors.

1.4

### **Type Specific Cabin Crew Training Course**

The Seller will provide to the Buyer [\*\*\*] type specific training for cabin crews for [\*\*\*] of the Buyer's cabin crew instructors, pursers or cabin attendants in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

The Seller will provide to the Buyer [\*\*\*] type specific training for cabin crews for [\*\*\*] of the Buyer's cabin crew instructors, pursers or cabin attendants in consideration of the Buyer's order for A321 Amd 14 Aircraft.

### **1.5 Airbus Pilot Instructor Course (APIC)**

The Seller will provide to the Buyer transition Airbus pilot instructor course(s) (APIC), for flight and synthetic instruction, [\*\*\*] for the Buyer's personnel [\*\*\*] for [\*\*\*] of the Buyer's flight instructors in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

The Seller will provide to the Buyer transition Airbus pilot instructor course(s) (APIC), for flight and synthetic instruction, [\*\*\*] for the Buyer's personnel [\*\*\*] for [\*\*\*] of the Buyer's flight instructors in consideration of the Buyer's order for A321 Amd 14 Aircraft.

APIC courses will be performed in groups of [\*\*\*] trainees.

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**PERFORMANCE / OPERATIONS COURSE(S)**

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The Seller will provide to the Buyer [\*\*\*] trainee [\*\*\*] of performance / operations training [\*\*\*] for the Buyer's personnel in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

The Seller will provide to the Buyer [\*\*\*] trainee [\*\*\*] of performance / operations training [\*\*\*] for the Buyer's personnel in consideration of the Buyer's order for A321 Amd 14 Aircraft.

**MAINTENANCE TRAINING**

The Seller will provide to the Buyer [\*\*\*] trainee [\*\*\*] of maintenance training [\*\*\*] for the Buyer's personnel in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

The Seller will provide to the Buyer [\*\*\*] trainee [\*\*\*] of maintenance training [\*\*\*] for the Buyer's personnel in consideration of the Buyer's order for A321 Amd 14 Aircraft.

The Seller will provide to the Buyer [\*\*\*] Engine Run-up course.

**TRAINEE DAYS ACCOUNTING**

Trainee days are counted as follows:

For instruction at the Seller's Training Centers: [\*\*\*] day of instruction for [\*\*\*] trainee equals [\*\*\*] trainee day. The number of trainees originally registered at the beginning of the course will be counted as the number of trainees to have taken the course.

For instruction outside of the Seller's Training Centers: [\*\*\*] day of instruction by [\*\*\*] Seller Instructor equals the actual number of trainees attending the course or a minimum of [\*\*\*] trainee days, except for structure maintenance training course(s).

For structure maintenance training courses outside the Seller's Training Center(s), [\*\*\*] day of instruction by [\*\*\*] Seller Instructor equals the actual number of trainees attending the course or the minimum number of trainees as indicated in the Seller's Customer Services Catalog.

For practical training, whether on training devices or on aircraft, [\*\*\*] day of instruction by [\*\*\*] Seller Instructor equals the actual number of trainees attending the course or a minimum of [\*\*\*] trainee days.

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**15 - ASSIGNMENT**

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

**16 - CONFIDENTIALITY**

This Amendment and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

**17 - GOVERNING LAW**

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.  
IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**18 - COUNTERPARTS**

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: SVP Contracts

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ Edward M. Christie

Its: SVP and CFO

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LETTER AGREEMENT NO. 4

TO

AMENDMENT NO. 17

As of March 11<sup>th</sup>, 2014

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: MISCELLANEOUS

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "Buyer") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "Seller") have entered into Amendment No. 17, of even date herewith (the "Amendment"), to the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended from time to time (the "Agreement"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement. The Buyer and the Seller have agreed to set forth in this Letter Agreement No. 4 to the Amendment (the "Letter Agreement") certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Letter Agreement will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Letter Agreement.

Both parties agree that this Letter Agreement will constitute an integral, nonseverable part of said Amendment, that the provisions of said Amendment are hereby incorporated herein by reference, and that this Letter Agreement will be governed by the provisions of said Agreement, except that if the Agreement, the Amendment and this Letter

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Agreement have specific provisions which are inconsistent, the specific provisions contained in this Letter Agreement will govern.

**1 AMENDMENT**

**1.4 Aircraft Non-Delivery**

Paragraph 1 of Letter Agreement No. 4 to Amendment No. 11 to the Agreement as amended by Paragraph 1.4 of Letter Agreement No.3 to Amendment No. 14 to the Agreement is deleted in its entirety and replaced by the following quoted text:

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**"1 AIRCRAFT NON-DELIVERY**

[\*\*\*]

**2 ASSIGNMENT**

This Letter Agreement and the rights and obligations of the parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

**3 CONFIDENTIALITY**

This Amendment and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

**4 GOVERNING LAW**

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**5 COUNTERPARTS**

This Letter Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such

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counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: SVP Contracts

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ Edward M. Christie

Its: SVP and CFO

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AMENDED AND RESTATED LETTER AGREEMENT NO. 1

TO

AMENDMENT NO. 17

As of April 27, 2016

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Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: PURCHASE INCENTIVES

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "**Buyer**") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "**Seller**") have entered into the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended, supplemented or otherwise modified to and including the date hereof (the "**Agreement**"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement.

This amended and restated Letter Agreement No. 1 to Amendment No. 17 to the Agreement (hereinafter referred to as the "**Amended and Restated Letter Agreement No. 1 to Amendment No. 17**") cancels and replaces the Letter Agreement No. 1 to Amendment No. 17 entered into between the Buyer and the Seller on August 21<sup>st</sup>, 2015.

The Buyer and the Seller have agreed to set forth in this Amended and Restated Letter Agreement No. 1 to Amendment No. 17 certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Amended and Restated Letter Agreement No. 1 to Amendment No. 17 will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Amended and Restated Letter Agreement No. 1 to Amendment No. 17.

Both Parties agree that this Amended and Restated Letter Agreement No. 1 to Amendment No. 17 will constitute an integral, non-severable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Amended and Restated Letter Agreement No. 1 to Amendment No. 17 will be governed by the provisions of said Agreement, except that if the Agreement and this Amended and Restated Letter Agreement No. 1 to Amendment No. 17 have specific provisions which are inconsistent, the specific provisions contained in this Amended and Restated Letter Agreement No. 1 to Amendment No. 17 will govern.

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**1 AMENDMENTS**

**1.1 CREDIT MEMORANDUMS**

Paragraph 1.1 of Letter Agreement No. 1 to Amendment No. 14 is deleted in its entirety and is replaced with the following quoted text.

QUOTE

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**1.1 A320 Group 3 Aircraft**

1.1.1 In consideration of the Buyer's order for [\*\*\*] A321 Amd 14 Aircraft, upon delivery of each A320 Group 3 Aircraft, the Seller will provide the Buyer with [\*\*\*].

1.1.2 [\*\*\*]

1.1.3 [\*\*\*]

UNQUOTE

**1.2 SAVE CREDIT**

Paragraph No. 6 of Letter Agreement No .1 to Amendment No. 11 to the Agreement as amended by Paragraph No. 3.2 of Letter Agreement No. 1 to Amendment No. 14 to the Agreement is deleted in its entirety and replaced by the following quoted text:

QUOTE

**6 SAVE CREDIT**

6.1 [\*\*\*].

6.2 [\*\*\*].

6.3 The Save Credit will be deemed an A320 Group 3 Aircraft and Converted A321 Aircraft Credit Memoranda as set forth in Paragraph 2 of this Letter Agreement.

UNQUOTE

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**2 ASSIGNMENT**

This Amended and Restated Letter Agreement No.1 to Amendment No. 17 and the rights and obligations of the Parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Amended and

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Restated Letter Agreement No.1 to Amendment No. 17 may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

### **3 CONFIDENTIALITY**

This Amended and Restated Letter Agreement No.1 to Amendment No. 17 and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

### **4 GOVERNING LAW**

THIS AMENDED AND RESTATED LETTER AGREEMENT NO. 1 TO AMENDMENT NO. 17 AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS THIS AMENDED AND RESTATED LETTER AGREEMENT NO. 1 TO AMENDMENT NO. 17.

### **5 COUNTERPARTS**

This Amended and Restated Letter Agreement No.1 to Amendment No. 17 may be executed by the Parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Benoit de Saint-Exupery

Its: VP Contracts

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Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ Edward M. Christie

Its: SVP and CFO

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AMENDED AND RESTATED LETTER AGREEMENT NO. 3

TO

AMENDMENT NO. 17

As of April 27, 2016

Spirit Airlines, Inc.  
2800 Executive Way  
Miramar, Florida 33025

RE: SUPPORT MATTERS

Dear Ladies and Gentlemen,

SPIRIT AIRLINES, INC. (the "**Buyer**") and AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.) (the "**Seller**") have entered into the Airbus A320 Family Purchase Agreement dated as of May 5, 2004, as amended, supplemented or otherwise modified to and including the date hereof (the "**Agreement**"), which Agreement covers, among other things, the sale by the Seller and the purchase by the Buyer of certain Aircraft, under the terms and conditions set forth in said Agreement.

This amended and restated Letter Agreement No. 3 to Amendment No. 17 to the Agreement (hereinafter referred to as the "**Amended and Restated Letter Agreement No. 3 to Amendment No. 17**") cancels and replaces the Letter Agreement No. 3 to Amendment No. 17 entered into between the Buyer and the Seller on August 21<sup>st</sup>, 2015.

The Buyer and the Seller have agreed to set forth in this Amended and Restated Letter Agreement No. 3 to Amendment No. 17 certain additional terms and conditions regarding the purchase and sale of the Aircraft. Capitalized terms used herein and not otherwise defined in this Amended and Restated Letter Agreement No. 3 to

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Amendment No. 17 will have the meanings assigned thereto in the Agreement. Except when used in quoted text, the terms "herein," "hereof" and "hereunder" and words of similar import refer to this Amended and Restated Letter Agreement No. 3 to Amendment No. 17.

Both Parties agree that this Amended and Restated Letter Agreement No. 3 to Amendment No. 17 will constitute an integral, non-severable part of said Agreement, that the provisions of said Agreement are hereby incorporated herein by reference, and that this Amended and Restated Letter Agreement No. 3 to Amendment No. 17 will be governed by the provisions of said Agreement, except that if the Agreement and this Amended and Restated Letter Agreement No. 3 to Amendment No. 17 have specific provisions which are inconsistent, the specific provisions contained in this Amended and Restated Letter Agreement No. 3 to Amendment No. 17 will govern.

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## **1 AMENDMENT**

Appendix A-1 to Clause 16 of the Agreement is deleted in its entirety and replaced by the revised Appendix A-1 set forth hereto.

## **2 ASSIGNMENT**

This Letter Agreement and the rights and obligations of the Parties will be subject to the provisions of Clause 20 of the Agreement; provided, however, this Letter Agreement may not be assigned by the Buyer under either Clause 20.3.3 or 20.3.4 without the express written consent of the Seller, which the Seller may withhold in its sole discretion.

## **3 CONFIDENTIALITY**

This Amendment and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

## **4 GOVERNING LAW**

THIS LETTER AGREEMENT AND THE AGREEMENTS CONTEMPLATED HEREBY WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.  
IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

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**5 COUNTERPARTS**

This Letter Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed shall be an original, but all such counterparts shall together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

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If the foregoing correctly sets forth your understanding, please execute the original and one (1) copy hereof in the space provided below and return a copy to the Seller.

Very truly yours,

AIRBUS S.A.S.

By: /s/ Christophe Mourey

Its: SVP Contracts

Accepted and Agreed,

SPIRIT AIRLINES, INC.

By: /s/ Edward M. Christie

Its: SVP and CFO

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**APPENDIX "A-1" TO CLAUSE 16**

**TRAINING ALLOWANCES**

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For the avoidance of doubt, all quantities indicated below are the total quantities granted for the whole of the Buyer's fleet of ninety-five (95) additional Aircraft made up of fifteen (15) A320 Group 3 Aircraft, fifteen (15) Converted A321 Aircraft, fifteen (15) A321 Amd 14 Aircraft, fifty (50) A320 NEO Aircraft, unless otherwise specified. For the purposes of this Appendix A-1, the defined term "Aircraft" is limited to the fifteen (15) A320 Group 3 Aircraft, fifteen (15) Converted A321 Aircraft, fifteen (15) A321 Amd 14 Aircraft and fifty (50) A320 NEO Aircraft.

The contractual training courses defined in this Appendix A-1 will be provided up to [\*\*\*] last firmly ordered Aircraft delivered under this Agreement.

Notwithstanding the above, flight operations training courses granted per firmly ordered Aircraft in this Appendix A-1 will be provided by the Seller within a period starting [\*\*\*] before and ending [\*\*\*] after said Aircraft Delivery.

Any deviation to said training delivery schedule will be mutually agreed between the Buyer and the Seller.

## **1 FLIGHT OPERATIONS TRAINING**

### **1.1 Flight Crew Training**

The Seller will provide to the Buyer [\*\*\*] flight crew training (standard transition course) for [\*\*\*] of the Buyer's flight crews per firmly ordered A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft and [\*\*\*] of the Buyer's flight crews per firmly ordered A321 Amd 14 Aircraft.

The Seller will provide to the Buyer [\*\*\*] of dry simulator time in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

The Seller will provide to the Buyer [\*\*\*] of dry simulator time in consideration of the Buyer's order for firmly ordered A321 Amd 14 Aircraft.

### **1.2 Low Visibility Operations Training**

The Seller will provide [\*\*\*] Low Visibility Operations Training for [\*\*\*] flight crews per firmly ordered A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft and [\*\*\*] flight crews per firmly ordered A321 Amd 14 Aircraft.

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### **1.3 Flight Crew Line Initial Operating Experience**

The Seller will provide to the Buyer pilot Instructor (s) [\*\*\*] for a period of [\*\*\*] pilot instructor [\*\*\*] in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

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The Seller will provide to the Buyer pilot Instructor (s) [\*\*\*] for a period of [\*\*\*] pilot instructor [\*\*\*] in consideration of the Buyer's order for A321 Amd 14 Aircraft.

Unless otherwise agreed during the Training Conference, in order to follow the Aircraft Delivery schedule, the maximum number of pilot instructors present at any one time will be limited to [\*\*\*] pilot instructors.

1.4

#### **Type Specific Cabin Crew Training Course**

The Seller will provide to the Buyer [\*\*\*] type specific training for cabin crews for [\*\*\*] of the Buyer's cabin crew instructors, pursers or cabin attendants in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

The Seller will provide to the Buyer [\*\*\*] type specific training for cabin crews for [\*\*\*] of the Buyer's cabin crew instructors, pursers or cabin attendants in consideration of the Buyer's order for A321 Amd 14 Aircraft.

#### **1.5 Airbus Pilot Instructor Course (APIC)**

The Seller will provide to the Buyer transition Airbus pilot instructor course(s) (APIC), for flight and synthetic instruction, [\*\*\*] for the Buyer's personnel [\*\*\*] for [\*\*\*] of the Buyer's flight instructors in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

The Seller will provide to the Buyer transition Airbus pilot instructor course(s) (APIC), for flight and synthetic instruction, [\*\*\*] for the Buyer's personnel [\*\*\*] for [\*\*\*] of the Buyer's flight instructors in consideration of the Buyer's order for A321 Amd 14 Aircraft.

APIC courses will be performed in groups of [\*\*\*] trainees.

2

#### **PERFORMANCE / OPERATIONS COURSE(S)**

The Seller will provide to the Buyer [\*\*\*] trainee days of performance / operations training [\*\*\*] for the Buyer's personnel in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

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The Seller will provide to the Buyer [\*\*\*] trainee days of performance / operations training [\*\*\*] for the Buyer's personnel in consideration of the Buyer's order for A321 Amd 14 Aircraft.

3

#### **MAINTENANCE TRAINING**

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**3.1** The Seller will provide to the Buyer [\*\*\*] trainee days of maintenance training [\*\*\*] for the Buyer's personnel in consideration of the Buyer's order for A320 Group 3 Aircraft, Converted A321 Aircraft and NEO Aircraft.

The Seller will provide to the Buyer [\*\*\*] trainee days of maintenance training [\*\*\*] for the Buyer's personnel in consideration of the Buyer's order for A321 Amd 14 Aircraft.

**3.2** The Seller will provide to the Buyer [\*\*\*] Engine Run-up course.

**4 TRAINEE DAYS ACCOUNTING**

Trainee days are counted as follows:

**4.1** For instruction at the Seller's Training Centers: [\*\*\*] day of instruction for [\*\*\*] trainee equals [\*\*\*] trainee day. The number of trainees originally registered at the beginning of the course will be counted as the number of trainees to have taken the course.

**4.2** For instruction outside of the Seller's Training Centers: [\*\*\*] day of instruction by [\*\*\*] Seller Instructor equals the actual number of trainees attending the course or a minimum of [\*\*\*] trainee days, except for structure maintenance training course(s).

**4.3** For structure maintenance training courses outside the Seller's Training Center(s), [\*\*\*] day of instruction by [\*\*\*] Seller Instructor equals the actual number of trainees attending the course or the minimum number of trainees as indicated in the Seller's Customer Services Catalog.

**4.4** For practical training, whether on training devices or on aircraft, [\*\*\*] day of instruction by [\*\*\*] Seller Instructor equals the actual number of trainees attending the course or a minimum of [\*\*\*] trainee days.

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THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

AMENDMENT NO. 18

TO

THE A320 FAMILY PURCHASE AGREEMENT

Dated as of May 5, 2004

BETWEEN AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.)

AND

SPIRIT AIRLINES, INC.

This Amendment No. 18 to the A320 Family Purchase Agreement dated as of May 5, 2004 (this "**Amendment**"), is entered into as of July 31<sup>st</sup>, 2014, by and between AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.), organized and existing under the laws of the Republic of France, having its registered office located at 1, Rond Point Maurice Bellonte, 31700 Blagnac, France (the "**Seller**") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (the "**Buyer**").

WHEREAS, the Buyer and the Seller have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, which, together with all Exhibits, Appendices and Letter Agreements attached thereto and as amended, modified or supplemented from time to time is hereinafter called the "**Agreement**"; and

WHEREAS, the Buyer and the Seller agree to advance the Scheduled Delivery Month of the A320 Group 2 Aircraft bearing CAC ID number [\*\*\*] from [\*\*\*] to [\*\*\*] and defer the Scheduled Delivery Month of the A320 Group 3 Aircraft bearing CAC ID number [\*\*\*] from [\*\*\*] to [\*\*\*] in accordance with the terms and conditions herein, and

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WHEREAS, the Buyer and the Seller will amend certain other terms of the Agreement in consideration of the foregoing.

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NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

**1 - AMENDMENTS**

1.1 Delivery Stream

1.1.1 Clauses 9.1.1.3, 9.1.1.4 and 9.1.1.5 of the Agreement are deleted in their entirety and are replaced with the following quoted text:

QUOTE

9.1.1.3 The Scheduled Delivery Months for the A320 Group 2 Aircraft are as follows:

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Year	Scheduled Delivery Month	Aircraft	CAC ID
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]

9.1.1.4 The Scheduled Delivery Months or the Scheduled Delivery Quarters for the A320 Group 3 Aircraft, A321 Amd 14 Aircraft and the Converted A321 Aircraft are as follows:

Year	Scheduled Delivery Month/Quarter	Aircraft	CAC ID
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]

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[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]

[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]

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9.1.1.5 The Scheduled Delivery Quarters for the NEO Aircraft are as follow:

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[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]

UNQUOTE

1.1.2 Clause 9.1.1.7 of the Agreement is hereby deleted in its entirety and is replaced with the following quoted text:

QUOTE

9.1.1.7 The combined Scheduled Delivery Months or Scheduled Delivery Quarters for all Aircraft are:

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Year	Scheduled Delivery Month/Quarter	Aircraft	CAC ID
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 2 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]

[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]

[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]

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[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	2014 Converted A321 NEO Aircraft	[***]
[***]	[***]	2013 Converted Aircraft (A321 NEO)	[***]
[***]	[***]	2014 Converted A321 NEO Aircraft	[***]
[***]	[***]	2014 Converted A321 NEO Aircraft	[***]
[***]	[***]	2013 Converted Aircraft (A321 NEO)	[***]
[***]	[***]	A320 NEO Aircraft	[***]

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[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]

UNQUOTE

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**2 - EFFECT OF THE AMENDMENT**

- 2.1 The Agreement as amended by this Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller.
- 2.2 The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms.

**3 - CONFIDENTIALITY**

This Amendment and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

**4 - GOVERNING LAW**

- 4.1 THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.
- 4.2 IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

**5 - COUNTERPARTS**

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This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed will be an original, but all such counterparts will together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

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IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

SPIRIT AIRLINES, INC.

AIRBUS S.A.S.

By: /s/ Edward M. Christie  
Its: SVP and CFO

By: /s/ Christophe Mourey  
Its: SVP Contracts

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THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

AMENDMENT NO. 19

TO

THE A320 FAMILY PURCHASE AGREEMENT

Dated as of May 5, 2004

BETWEEN AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.)

AND

SPIRIT AIRLINES, INC.

This Amendment No. 19 to the A320 Family Purchase Agreement dated as of May 5, 2004 (this "**Amendment**"), is entered into as of August 21<sup>st</sup>, 2015, by and between AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.), organized and existing under the laws of the Republic of France, having its registered office located at 1, Rond Point Maurice Bellonte, 31700 Blagnac, France (the "**Seller**") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (the "**Buyer**").

WHEREAS, the Buyer and the Seller have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, which, together with all Exhibits, Appendices and Letter Agreements attached thereto and as amended, modified or supplemented from time to time is hereinafter called the "**Agreement**"; and

WHEREAS, the Buyer and the Seller agree to advance the Scheduled Delivery Months of two (2) A320 Group 3 Aircraft; and

WHEREAS, the Buyer and the Seller will amend certain other terms of the Agreement in consideration of the foregoing.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

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**1 - AMENDMENTS**

**1.1 Delivery Schedule**

1.1.1 The Schedule Delivery Month for the A320 Group 3 Aircraft bearing CAC id No. [\*\*\*] is advanced from [\*\*\*] to [\*\*\*] and the Scheduled Delivery Month for A320 Group 3 Aircraft bearing CAC id No. [\*\*\*] is advanced from [\*\*\*] to [\*\*\*]. Clauses 9.1.1.3, 9.1.1.4 and 9.1.1.5 of the Agreement are therefore deleted in their entirety and are replaced with the following quoted text:

QUOTE

9.1.1.3 INTENTIONALLY LEFT BLANK

9.1.1.4 The Scheduled Delivery Months and the Scheduled Delivery Quarters for the A320 Group 3 Aircraft, A321 Amd 14 Aircraft and the Converted A321 Aircraft are as follows:

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Year	Scheduled Delivery	Aircraft	CAC
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]

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9.1.1.5 The Scheduled Delivery Quarters for the NEO Aircraft are as follows:

---



Year	Scheduled Delivery Quarter	Aircraft	CAC ID
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]

UNQUOTE

1.1.2 Clause 9.1.1.7 of the Agreement is hereby deleted in its entirety and is replaced with the following quoted text:

QUOTE

9.1.1.7 The combined Scheduled Delivery Months and Scheduled Delivery Quarters for all Aircraft are:

Year	Scheduled Delivery Month/Quarter	Aircraft	CAC ID
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]

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Year	Scheduled Delivery Month/Quarter	Aircraft	CAC ID
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	2014 Converted A321 NEO Aircraft	[***]
[***]	[***]	2013 Converted Aircraft (A321 NEO)	[***]
[***]	[***]	2014 Converted A321 NEO Aircraft	[***]
[***]	[***]	2014 Converted A321 NEO Aircraft	[***]
[***]	[***]	2013 Converted Aircraft (A321 NEO)	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	2014 Converted A321 NEO Aircraft	[***]
[***]	[***]	2013 Converted Aircraft (A321 NEO)	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	2014 Converted A321 NEO Aircraft	[***]



Letter Agreement No. 1 to Amendment No. 17 to the Agreement is deleted in its entirety and is replaced by the Amended and Restated Letter Agreement No. 1 to Amendment No. 17.

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## **2 - CONDITION PRECEDENT**

It is a condition precedent to the effectiveness of this Amendment that by close of business on date of signature hereof, the Buyer shall pay to the Seller:

US\$ [\*\*\*]  
(US dollars - [\*\*\*])

in Predelivery Payments, due in respect of the A320 Group 3 Aircraft bearing CAC ID Nos. [\*\*\*].

## **3 - EFFECT OF THE AMENDMENT**

- 3.1 The Agreement as amended by this Amendment contains the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller regarding such subject matter.
- 3.2 The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms.

## **4 - CONFIDENTIALITY**

This Amendment and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

## **5 - GOVERNING LAW**

- 5.1 THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.
-

5.2

IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

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6 -

#### COUNTERPARTS

This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed will be an original, but all such counterparts will together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

---

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

SPIRIT AIRLINES, INC.

AIRBUS S.A.S.

By:  
Its:

/s/ Edward M. Christie  
SVP and CFO

By:  
Its:

---

/s/ Benoit de Saint-Exupery  
VP Contracts

---

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

AMENDMENT NO. 20

TO

THE A320 FAMILY PURCHASE AGREEMENT

Dated as of May 5, 2004

BETWEEN AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.)

AND

SPIRIT AIRLINES, INC.

This Amendment No. 20 to the A320 Family Purchase Agreement dated as of May 5, 2004 (this "**Amendment**"), is entered into as of April 27, 2016, by and between AIRBUS S.A.S. (legal successor to AVSA S.A.R.L.), organized and existing under the laws of the Republic of France, having its registered office located at 1, Rond Point Maurice Bellonte, 31700 Blagnac, France (the "**Seller**") and SPIRIT AIRLINES, INC., a corporation organized and existing under the laws of the State of Delaware, United States of America, having its principal corporate office located at 2800 Executive Way, Miramar, Florida 33025, U.S.A. (the "**Buyer**").

WHEREAS, the Buyer and the Seller have entered into an A320 Family Purchase Agreement, dated as of May 5, 2004, which, together with all Exhibits, Appendices and Letter Agreements attached thereto and as amended, modified or supplemented from time to time is hereinafter called the "**Agreement**".

WHEREAS, the Buyer and the Seller agree that the A321 NEO Aircraft shall be irrevocably converted to A320 NEO Aircraft; and

WHEREAS, the Buyer and the Seller agree to defer (i) [\*\*\*] A321 Amd 14 Aircraft from [\*\*\*] to [\*\*\*], (ii) [\*\*\*] A320 Group 3 Aircraft from [\*\*\*] to [\*\*\*] and [\*\*\*], and (iii) [\*\*\*] A320 NEO Aircraft from [\*\*\*] and [\*\*\*] to [\*\*\*]; and

WHEREAS, the Buyer and the Seller agree to modify certain provisions related to the Delivery Location; and

---

WHEREAS, the Buyer and the Seller will amend certain other terms of the Agreement in consideration of the foregoing.

---

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

The capitalized terms used herein and not otherwise defined in this Amendment will have the meanings assigned to them in the Agreement. Except as used within quoted text, the terms "herein," "hereof," and "hereunder" and words of similar import refer to this Amendment.

## 1 AMENDMENTS

### 1.1 Definitions

Clause 0 of the Agreement is hereby amended to modify, add or replace the following terms.

A319 NEO Aircraft - an A320 NEO Aircraft converted to firmly ordered A319-100N type Aircraft including the A319 NEO Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the applicable A319 NEO Propulsion Systems installed thereon upon Delivery.

A319 NEO Specification - either (a) the A319 NEO Standard Specification if no SCNs are applicable or (b) if SCNs are issued, the A319 NEO Standard Specification as amended by all applicable SCNs.

A319 NEO Standard Specification - the A319-100N standard specification document Number J.000.01000N Issue 1, dated 1<sup>st</sup> July 2014, a copy of which has been annexed hereto as Exhibit A-1B.

A320 NEO Aircraft - any or all of the fifty (50) firmly ordered A320-200N type Aircraft for which the delivery schedule is set forth in Clause 9.1.1.5 hereof.

A321 NEO Aircraft - any or all of the A320 NEO Aircraft converted to firmly ordered A321-200N model Aircraft, including the A321 NEO Airframe and all components, equipment, parts and accessories installed in or on such aircraft and the applicable A321 NEO Propulsion Systems installed thereon upon Delivery.

A321 NEO Specification - either (a) the A321 NEO Standard Specification if no SCNs are applicable or (b) if SCNs are issued, the A321 NEO Standard Specification as amended by all applicable SCNs.

A321 NEO Standard Specification - the A321-200N standard specification document Number E.000.02000N Issue 1, dated 23<sup>rd</sup> December 2014, a copy of which has been annexed hereto as Exhibit A-3B.

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A321 Propulsion System - the two (2) IAE V2533-A5 powerplants installed on an A321 Amd 14 Aircraft and Converted A321 Aircraft at Delivery, each composed of the powerplant (as such term is defined in Chapters 70-80 of ATA Specification 100 (Revision 21), but limited to the equipment, components, parts and accessories included in the powerplant, as so defined) that have been sold to the Manufacturer by the Propulsion Systems manufacturer.

Delivery Location - the facilities of the Seller at the location of final assembly of the Aircraft, which will be located in Blagnac, France, Hamburg, Germany or Mobile, Alabama, United States.

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New Order NEO Aircraft - any or all of the A320 NEO Aircraft excluding those bearing CAC ID Nos [\*\*\*].

Sharklets - a large wingtip device, designed to enhance the eco-efficiency and payload range performance of the A320 family aircraft, and which are fitted on the NEO Aircraft and are part of the NEO Standard Specification.

Specification - any or all of the, A319 NEO Specification, A320 Aircraft Iss. 8 Specification, A320 NEO Specification, A321 Aircraft Iss. 5 Specification and A321 NEO Specification, as the context may require.

Standard Specification - any or all of the A319 NEO Standard Specification, A320 Aircraft Iss. 8 Standard Specification, A320 NEO Standard Specification, A321 Aircraft Iss. 5 Standard Specification and A321 NEO Standard Specification, as applicable.

## 1.2 Specification

Clause 2 of the Agreement is deleted in its entirety and is replaced with the following quoted text:

QUOTE

## 2 SPECIFICATION

### 2.1 Aircraft Specification

2.1.1 The Aircraft will be manufactured in accordance with the following Specifications:

---

Aircraft	Specification	Exhibit
A319 NEO Aircraft	A319 NEO Specification	A-4D
A320 Group 3 Aircraft	A320 Aircraft Iss. 8 Specification	A-4B
A320 NEO Aircraft	A320 NEO Specification	A-4C
A321 Amd 14 Aircraft and Converted A321 Aircraft	A321 Aircraft Iss. 5 Specification	A-4F
A321 NEO Aircraft	A321 NEO Specification	A-4E

21 NEO Aircraft - CabinFlex Door Configuration

The Seller is currently developing a new door configuration for the A321 NEO Aircraft [\*\*\*] (the "**CabinFlex Door Configuration**" or "ACF").

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The baseline CabinFlex Door Configuration shall consist of a [\*\*\*] to be installed on the A321 NEO Aircraft (the "**Baseline ACF**"). The Baseline ACF shall be irrevocably implemented on all A321 NEO Aircraft with a Scheduled Delivery Month from and including [\*\*\*], [\*\*\*].

In addition to the Baseline ACF, at the time of cabin definition and within a timeframe compatible with the CDF of the A321 NEO Aircraft, the Buyer shall have the option to modify the allowable seating capacity of the A321 NEO Aircraft, [\*\*\*], by executing the relevant SCNs covering [\*\*\*] and such other additional cabin features as may be selected by the Buyer.

## **2.2 Specification Amendment**

The Parties understand and agree that the Specification may be further amended following signature of this Agreement in accordance with the terms of this Clause 2.2

### **2.2.1 Specification Change Notice**

The Specifications may be amended by execution by the Buyer and the Seller of a Specification Change Notice (SCN) in substantially the form set out in Exhibit B-1 hereto. An SCN will set out the SCN's effectivity and the particular change to be made to the Specifications and the effect, if any, of such change on design, performance, weight, Delivery Date of the Aircraft affected thereby, interchangeability or replaceability requirements of the Specification and text of the Specification. An SCN may result in an adjustment of the Base Price of the Aircraft, which adjustment if any, will be specified in the SCN.

### **2.2.2 Development Changes**

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The Specification may also be amended to incorporate changes deemed necessary by the Seller to improve the Aircraft, prevent delay or ensure compliance with this Agreement ("**Development Changes**"), as set forth in this Clause 2.2.2.

#### **2.2.2.1 Manufacturer Specification Change Notice**

The Specifications may also be amended in writing by the Seller by a Manufacturer's Specification Change Notice (MSCN). Each MSCN will be substantially in the form set out in Exhibit B-2 hereto and will set out the MSCN's effectivity and the particular change to be made to the Specifications and the effect, if any, of such change on design, Base Price of the Aircraft, performance, weight, Delivery Date of the Aircraft affected thereby, interchangeability or replaceability requirements of the Specification and text of the Specification.

Except when the MSCN is necessitated by an Aviation Authority directive or by equipment obsolescence, in which case the MSCN shall be accomplished without requiring the Buyer's consent, if the MSCN adversely affects the performance, weight, Base Price of the Aircraft, Delivery Date of the Aircraft affected thereby or the interchangeability or replaceability requirements under the Specification, the Seller shall notify the Buyer of a reasonable period of time during which the Buyer must accept or reject such MSCN. If the Buyer does not notify the Seller of the rejection of the MSCN within such period, the MSCN Shall be deemed accepted by the Buyer and the corresponding modification shall be accomplished.

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2.2.2.2 In the event of the Seller revising the Specification to incorporate Development Changes which have no adverse effect on any of the elements as set forth in Clause 2.2.2.1 above, such revision will be performed by the Seller without the Buyer's consent.

In such cases, the Seller will provide to the Buyer the details of all changes in an adapted format and on a regular basis.

2.2.2.3 INTENTIONALLY LEFT BLANK

### 2.3 Propulsion Systems

2.3.1 (i) Each A320 Group 3 Airframe will be equipped with an A320 Propulsion System, and

(ii) Each A321 Amd 14 Airframe and Converted A321 Airframe will be equipped with an A321 Propulsion System.

2.3.2 NEO Propulsion Systems

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(i) Each A319 NEO Airframe will be equipped with a set of two (2) IAE LLC ("IAE LLC") PW1124G-JM engines, with an AET of [\*\*\*] lbf. (such set, upon selection, an "**A319 NEO Propulsion System**").

(ii) Each A320 NEO Airframe will be equipped with a set of two (2) IAE LLC PW1127G-JM engines, with an AET of [\*\*\*] lbf. (such set, upon selection, an "**A320 NEO Propulsion System**").

(iii) Each A321 NEO Airframe will be equipped with a set of two (2) IAE LLC PW1133G-JM engines, with an AET of [\*\*\*] lbf. (such set, upon selection, an "**A321 NEO Propulsion System**").

### 2.4 Customization Milestones Chart

2.4.1 Within a reasonable period following signature of the Agreement, the Seller shall provide the Buyer with a customization milestones chart (the "**Customization Milestone Chart**"), setting out how far in advance of the Scheduled Delivery Month of the Aircraft an SCN must be executed in order to integrate into the Specification any items requested by the Buyer from the Seller's catalogues of Specification change options (the "**Option Catalogues**").

### 2.4.2 Contractual Definition Freeze

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The Customization Milestone Chart shall in particular define the date(s) by which the contractual definition of the Aircraft must be finalized and all SCNs need to have been executed by the Buyer (the "Contractual Definition Freeze" or "CDF") in order to enable their incorporation into the manufacturing of the Aircraft and Delivery of the Aircraft in the Scheduled Delivery Month. Each such date shall be referred to as a "CDF Date".

UNQUOTE

1.3        Price

Clauses 3 of the Agreement is hereby deleted in its entirety and are replaced with the following quoted text:

QUOTE

**3. PRICE**

3.1 Base Price of the Aircraft

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3.1.1 The Base Price of each Aircraft is the sum of:

- (i) The Base Price of the Airframe comprising a part of such Aircraft, and
- (ii) the Base Price of the applicable Propulsion Systems for the Aircraft.

3.1.1.2 Base Price of the Airframe

3.1.1.2.1 INTENTIONALLY LEFT BLANK

3.1.1.2.2 INTENTIONALLY LEFT BLANK

3.1.1.2.3 INTENTIONALLY LEFT BLANK

3.1.1.2.4 INTENTIONALLY LEFT BLANK

3.1.1.2.5 A320 Group 3 Airframe

The "**Base Price of the A320 Group 3 Airframe**" is the sum of the Base Prices set forth below in (i) and (ii):

- (i)              The base price of the A320 Group 3 Airframe, as defined in the A320 Aircraft Iss. 8 Standard Specification (excluding Buyer Furnished Equipment and SCNs) including nacelles and thrust reversers, which is:

US\$ [\*\*\*]

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(US dollars-[\*\*\*]), and

- (ii) the sum of the base prices of all SCNs set forth in Exhibit A-4B, which is:

US\$ [\*\*\*]

(US dollars-[\*\*\*])

The Base Price of the A320 Group 3 Airframe has been established in accordance with the average economic conditions prevailing in the A320 Family Base Period.

### 3.1.1.2.6 Base Price of the A320 NEO Airframe

The "Base Price of the A320 NEO Airframe" is the sum of the following base prices:

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- (i) The base price of the A320 NEO Airframe as defined in the A320 NEO Standard Specification (excluding Buyer Furnished Equipment), including nacelles and thrust reversers, which is:

US\$ [\*\*\*]

(US dollars-[\*\*\*]), and

- (ii) the sum of the base prices of all SCNs set forth in Exhibit A-4C, which is:

US\$ [\*\*\*]

(US dollars-[\*\*\*]))

The Base Price of the A320 NEO Airframe has been established in accordance with the average economic conditions prevailing in the A320 Family Base Period.

7 The "Base Price of the A319 NEO Airframe" is the sum of the following base prices:

- (i) The base price of the A319 NEO Airframe as defined in the A319 NEO Standard Specification, Issue 1 (excluding Buyer Furnished Equipment), including nacelles and thrust reversers, which is:

US\$ [\*\*\*]

(US dollars-[\*\*\*]), and

- (ii) the sum of the base prices of all SCNs set forth in Exhibit A-4D, which is:
-

US\$ [\*\*\*]  
(US dollars-[\*\*\*]).

The Base Price of the A319 NEO Airframe has been established in accordance with the average economic conditions prevailing in the A320 Family Base Period.

### 3.1.1.2.8 Base Price of the A321 NEO Airframe

The "Base Price of the A321 NEO Airframe" is the sum of the following base prices:

- (i) The base price of the A321 NEO Airframe as defined in the A321 NEO Standard Specification, Issue 1 (excluding Buyer Furnished Equipment), including nacelles and thrust reversers, which is:

US\$ [\*\*\*]  
(US dollars-[\*\*\*]), and

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- (ii) the sum of the base prices of all SCNs set forth in Exhibit A-4E, which is:

US\$ [\*\*\*]  
(US dollars-[\*\*\*]).

The Base Price of the A321 NEO Airframe has been established in accordance with the average economic conditions prevailing in the A320 Family Base Period.

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### 3.1.1.2.10 Base Price of the A321 Amd 14 Airframe and Converted A321 Airframe

The Base Price of the A321 Amd 14 Airframe or the Converted A321 Airframe, as applicable, is the sum of the following Base Prices:

- (i) The base price of the A321 Amd 14 Airframe and the Converted A321 Airframe, as applicable, as defined in the A321 Aircraft Iss. 5 Standard Specification (excluding Buyer Furnished Equipment and SCNs), at delivery conditions prevailing in January 2011, which is:

US \$ [\*\*\*]  
(US dollars-[\*\*\*]), and

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(ii) the sum of the bases prices of all SCNs set forth in Exhibit A-4F, which is:

US \$ [\*\*\*]

(US dollars-[\*\*\*]).

The Base Price of the A321 Amd 14 Airframe and the Base Price of the Converted A321 Airframe have been established in accordance with the average economic conditions prevailing in the A320 Family Base Period.

### 3.1.1.3 Base Price of the Propulsion Systems

#### 3.1.1.3.1 INTENTIONALLY LEFT BLANK

#### 3.1.1.3.2 A320 Propulsion Systems

The base price of a set of two (2) IAE V2527-A5 Propulsion Systems, at delivery conditions prevailing in January 2011 (the "**V2527-A5 Base Price**"), is:

US [\*\*\*]

(US dollars - [\*\*\*])

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The V2527-A5 Base Price has been calculated from the reference price indicated by International Aero Engines of US [\*\*\*] (US dollars - [\*\*\*]) in accordance with delivery conditions prevailing in January 2006 (the "**V2527-A5 Reference Price**").

#### 3.1.1.3.3 A321 Propulsion Systems

The base price of a set of two (2) IAE V2533-A5 Propulsion Systems, at delivery conditions prevailing in January 2011 (the "**V2533-A5 Base Price**"), is:

US \$[\*\*\*]

(US dollars - [\*\*\*])

The V2533-A5 Base Price has been calculated from the reference price indicated by International Aero Engines of US \$[\*\*\*] (US dollars - [\*\*\*]) in accordance with delivery conditions prevailing in January 2006 (the "**V2533-A5 Reference Price**").

#### 3.1.1.3.4 INTENTIONALLY LEFT BLANK

#### A320 NEO Propulsion Systems

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The base price of a set of two (2) IAE LLC PW1127G-JM engines, at delivery conditions prevailing in January 2011 (the "**PW1127G-JM Base Price**"), is:

US\$ [\*\*\*]  
(US dollars-[\*\*\*]).

The PW1127G-JM Base Price has been calculated from the reference price indicated by the NEO Propulsion System Manufacturer of US\$ [\*\*\*] (US dollars-[\*\*\*]) in accordance with the delivery conditions prevailing in January 2010 (the "**PW1127G-JM Reference Price**").

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### 3.1.1.3.7 INTENTIONALLY LEFT BLANK

A319 NEO Propulsion Systems

The base price of a set of two (2) IAE LLC PW1124G-JM engines, at delivery conditions prevailing in January 2011 (the "**PW1124G-JM Base Price**"), is:

US\$ [\*\*\*]  
(US dollars-[\*\*\*]).

---

The PW1124G-JM Base Price has been calculated from the reference price indicated by the NEO Propulsion System Manufacturer of US\$ [\*\*\*] (US dollars-[\*\*\*]) in accordance with the delivery conditions prevailing in January 2010 (the "**PW1124G-JM Reference Price**").

INTENTIONALLY LEFT BLANK

### 3.1.1.3.10 INTENTIONALLY LEFT BLANK

1 A321 NEO Propulsion Systems

The base price of a set of two (2) IAE LLC PW1133G-JM engines, at delivery conditions prevailing in January 2011 (the "**PW1133G-JM Base Price**"), is:

US\$ [\*\*\*]  
(US dollars-[\*\*\*]).

The PW1133G-JM Base Price has been calculated from the reference price indicated by the NEO Propulsion System Manufacturer of US\$ [\*\*\*] (US dollars-[\*\*\*]) in accordance with delivery conditions prevailing in January 2010 (the "**PW1133G-JM Reference Price**").

2 INTENTIONALLY LEFT BLANK

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### 3.2 Final Contract Price

3.2.1 INTENTIONALLY LEFT BLANK

3.2.2 INTENTIONALLY LEFT BLANK

3.2.3 INTENTIONALLY LEFT BLANK

› Final Contract Price of an A320 Group 3 Aircraft, A321 Amd 14 Aircraft or Converted A321 Aircraft will be the sum of:

- (i) The Base Price of the A320 Group 3 Airframe, A321 Amd 14 Airframe or Converted A321 Airframe, as applicable, as adjusted to the Delivery Date of such Aircraft, in accordance with the Seller Price Revision Formula 2011;
  - (ii) the aggregate of all increases or decreases to the Base Price of the A320 Group 3 Airframe, Base Price of the A321 Amd 14 Airframe or Base Price of the Converted A321 Airframe as applicable, as agreed in any SCN or part thereof applicable to such Airframe subsequent to the date of signature of
- 

this Agreement, as adjusted to the Delivery Date of such Aircraft, in accordance with the Seller Price Revision Formula 2011;

- (iii) the V2527-A5 Reference Price or the V2533-A5 Reference Price as applicable, as adjusted to the Delivery Date of such Aircraft, in accordance with the applicable Propulsion Systems Price Revision Formula;
- (iv) the aggregate of all increases or decreases to the V2527-A5 Reference Price or V2533-A5 Reference Price as applicable, and as agreed in any SCN or part thereof applicable to the Propulsion Systems subsequent to the date of this Agreement, as adjusted to the Delivery Date in accordance with the applicable Propulsion Systems Price Revision Formula; and
- (v) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the A320 Group 3 Aircraft, A321 Amd 14 Aircraft or Converted A321 Aircraft, as applicable.

3.2.5 The Final Contract Price of an A320 NEO Aircraft will be the sum of:

- (i) The Base Price of the A320 NEO Airframe, as adjusted to the Delivery Date of such A320 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
  - (ii) the aggregate of all increases or decreases to the Base Price of the A320 NEO Airframe as agreed in any SCN or part thereof subsequent to the date of signature of the Agreement, as adjusted to the Delivery Date of such A320 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
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- (iii) the PW1127G-JM Reference Price, as adjusted to the Delivery Date of such A320 NEO Aircraft in accordance with the applicable Propulsion Systems Price Revision Formula;
  - (iv) the aggregate of all increases or decreases to the PW1127G-JM Reference Price as agreed in any SCN or part thereof applicable to the A320 NEO Propulsion Systems subsequent to the date of this Agreement, as adjusted to the Delivery Date in accordance with the applicable Propulsion Systems Price Revision Formula; and
  - (v) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the A320 NEO Aircraft.
- 

3.2.6 The Final Contract Price of an A319 NEO Aircraft will be the sum of:

- (i) The Base Price of the A319 NEO Airframe, as adjusted to the Delivery Date of such A319 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
- (ii) the aggregate of all increases or decreases to the Base Price of the A319 NEO Airframe as agreed in any SCN or part thereof subsequent to the date of signature of this Agreement, as adjusted to the Delivery Date of such A319 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
- (iii) the PW1124G-JM Reference Price, as adjusted to the Delivery Date of such A319 NEO Aircraft in accordance with the applicable Propulsion Systems Price Revision Formula;
- (iv) the aggregate of all increases or decreases to the PW1124G-JM Reference Price as agreed in any SCN or part thereof applicable to the A319 NEO Propulsion Systems subsequent to the date of this Agreement, as adjusted to the Delivery Date in accordance with the applicable Propulsion Systems Price Revision Formula; and
- (v) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the A319 NEO Aircraft.

3.2.7 The Final Contract Price of an A321 NEO Aircraft will be the sum of:

- (i) The Base Price of the A321 NEO Airframe, as adjusted to the Delivery Date of such A321 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
-

- (ii) the aggregate of all increase or decreases to the A321 NEO Airframe Base Price as agreed in any SCN or part thereof applicable to the A321 NEO Airframe subsequent to the date of this Agreement, as adjusted to the Delivery Date of such A321 NEO Aircraft in accordance with the Seller Price Revision Formula 2011;
  - (iii) the PW1133G-JM Reference Price, as adjusted to the Delivery Date of such A321 NEO Aircraft in accordance with the applicable Propulsion Systems Price Revision Formula;
  - (iv) the aggregate of all increases or decreases to the PW1133G-JM Reference Price as agreed in any SCN or part thereof applicable to the A321 NEO Propulsion Systems subsequent to the date of this Agreement, as adjusted to
- 

the Delivery Date in accordance with the applicable Propulsion Systems Price Revision Formula; and

- (v) any other amount resulting from any other provisions of this Agreement and/or any other written agreement between the Buyer and the Seller relating to the A321 NEO Aircraft.

### 3.3 Taxes, Duties and Imposts

- 3.3.1 The Seller will pay any and all taxes, duties, imposts or similar charges of any nature whatsoever, except for taxes based on or measured by the income of the Buyer or any taxes of a similar nature or charges levied against the Buyer or its Affiliates for the privilege of doing business in any jurisdiction, that are (i) imposed upon the Buyer, (ii) imposed upon the Seller with an obligation on the Buyer to withhold or collect the amount thereof from the Seller or (iii) imposed upon the Buyer with an obligation on the Seller to withhold or collect such amount from the Buyer, and that are levied, assessed, charged or collected for or in connection with the fabrication, manufacture, modification, assembly, sale, delivery, use of or payment under this Agreement for any Aircraft, component, accessory, equipment or part delivered or furnished hereunder, provided such taxes, duties, imposts or similar charges have been promulgated and are enforceable under the laws of the country of the Delivery Location and/or the country of manufacture, modification, assembly, sale, delivery, use of or payment for any part, component, accessory, equipment or system installed on the Aircraft on or before Delivery of such Aircraft.
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3.3.2

The Buyer will pay any and all taxes, duties, imposts or similar charges of any nature whatsoever, except for taxes based on or measured by the income of the Seller or Associated Contractors or any taxes of a similar nature or charges levied against the Seller or its Affiliates or Associated Contractors for the privilege of doing business in any jurisdiction, that are (i) imposed upon the Seller, (ii) imposed upon the Buyer with an obligation on the Seller to collect the amount thereof for the Buyer or (iii) imposed upon the Seller with an obligation for the Buyer to withhold such amount from the Seller, and that are levied, assessed, charged or collected for or in connection with the fabrication, manufacture, modification, assembly, sale, delivery or use of or payment under this Agreement for any Aircraft, component, accessory, equipment or part delivered or furnished hereunder, provided such taxes, duties, imposts or similar charges have been levied, assessed, charged or collected under laws promulgated and enforceable in countries other than the country of the applicable Delivery Location and/or the country of manufacture, modification, assembly, sale,

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delivery, use of or payment for any part, component, accessory, equipment or system installed on the Aircraft on or before Delivery of such Aircraft.

Notwithstanding the provisions of Clauses 3.3.1 and 3.3.2, the Buyer shall be liable for any Sales Tax that may be imposed on Aircraft delivering from Mobile, Alabama, United States.

3.3.3

The Seller will arrange for the exportation of the Aircraft from the country of the Delivery Location and will pay any customs duties, taxes and fees required to be paid with respect to such exportation of the Aircraft.

3.3.4

The Buyer will arrange for the importation of the Aircraft into any country or jurisdiction and will pay any customs duties, taxes and fees required to be paid with respect to such importation of the Aircraft.

UNQUOTE

1.4

#### A321 NEO Aircraft Downconversion

The Parties agree to irrevocably convert (the "**Downconversion**") A321 NEO Aircraft bearing CAC ID Nos [\*\*\*] to A320 NEO Aircraft (the "**Downconverted Aircraft**").

1.5

#### Aircraft Deferrals

1.5.1

In consideration of the Seller agreeing to the Downconversion, the Scheduled Delivery Months for the following Aircraft (the "**Deferred Aircraft**") are amended as follows:

(i)

The Scheduled Delivery Month for A321 Amd 14 Aircraft bearing CAC ID No. [\*\*\*] is amended from [\*\*\*] to [\*\*\*], and

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- (ii) The Scheduled Delivery Month for A320 Group 3 Aircraft bearing CAC ID No. [\*\*\*] is amended from [\*\*\*] to [\*\*\*], and
  - (iii) The Scheduled Delivery Month for A320 Group 3 Aircraft bearing CAC ID No. [\*\*\*] is amended from [\*\*\*] to [\*\*\*], and
  - (iv) The Scheduled Delivery Month for A320 Group 3 Aircraft bearing CAC ID No. [\*\*\*] is amended from [\*\*\*] to [\*\*\*], and
  - (v) The Scheduled Delivery Month for A320 Group 3 Aircraft bearing CAC ID No. [\*\*\*] is amended from [\*\*\*] to [\*\*\*], and
  - (vi) The Scheduled Delivery Month for A320 NEO Aircraft bearing CAC ID No. [\*\*\*] is amended from [\*\*\*] to [\*\*\*], and
  - (vii) The Scheduled Delivery Month for A320 NEO Aircraft bearing CAC ID No. [\*\*\*] is amended from [\*\*\*] to [\*\*\*], and
  - (viii) The Scheduled Delivery Month for A320 NEO Aircraft bearing CAC ID No. [\*\*\*] is amended from [\*\*\*] to [\*\*\*].
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#### 1.6 Predelivery Payments

Predelivery Payments paid by the Buyer to the Seller in respect of the A321 NEO Aircraft and the Deferred Aircraft shall be [\*\*\*]. The Buyer shall [\*\*\*] pay to the Seller Predelivery Payments in accordance with Clause 5.2.3.

#### 1.7 Delivery

1.7.1 Clauses 9.1.1.3, 9.1.1.4 and 9.1.1.5 of the Agreement are hereby deleted in their entirety and are replaced with the following quoted text:

##### QUOTE

9.1.1.3 INTENTIONALLY LEFT BLANK

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9.1.1.4 The Scheduled Delivery Months and the Scheduled Delivery Quarters for the A320 Group 3 Aircraft, A321 Amd 14 Aircraft and the Converted A321 Aircraft are as follows:

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9.1.1.5 The Scheduled Delivery Quarters for the NEO Aircraft are as follows:

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[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]
[***]	[***]	A320 NEO Aircraft	[***]

UNQUOTE

1.7.2 Clause 9.1.1.7 of the Agreement is hereby deleted in its entirety and is replaced with the following quoted text:

QUOTE

9.1.1.7 The combined Scheduled Delivery Months and Scheduled Delivery Quarters for all Aircraft are:

Year	Scheduled Delivery Month/Quarter	Aircraft	CAC ID
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A321 Amd 14 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]
[***]	[***]	Converted A321 Aircraft	[***]
[***]	[***]	A320 Group 3 Aircraft	[***]

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## UNQUOTE

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1.8

[\*\*\*]

Paragraph 2.1 (ii) of Letter Agreement No. 3 to Amendment 11 to the Agreement is hereby [\*\*\*] the following quoted text:

[\*\*\*]

[\*\*\*] may only be exercised for [\*\*\*]

QUOTE

[\*\*\*]

UNQUOTE

1.9

Amendment 14 Order Credit

Pursuant to the Amended and Restated Letter Agreement No. 1 to Amendment No. 17, dated 21<sup>st</sup> August, 2015, the Seller grants, at Delivery of each of the [\*\*\*] 2014 Converted A321 NEO Aircraft, the [\*\*\*] in the amount of US\$ [\*\*\*] (US dollars-[\*\*\*]), subject to the Buyer taking [\*\*\*].

1.10

Mobile Deliveries

1.10.1 Certificate of Acceptance

Clause 8.3 of the Agreement is deleted in its entirety and is replaced with the following quoted text:

QUOTE

Upon successful completion of the Technical Acceptance Process, the Buyer will, on or before the Delivery Date, sign and deliver to the Seller a certificate of acceptance in respect of the Aircraft in (a) the form set forth in Exhibit D-1, if the Delivery Location is in Mobile, Alabama and (b) in the form set forth in Exhibit D-2, if the Delivery Location is in any place other than Mobile, Alabama (the "Certificate of Acceptance") hereto.

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1.10.2 Bill of Sale

Clause 9.2.1 of the Agreement is deleted in its entirety and replaced by the following quoted text:

QUOTE

9.2.1

The Seller will transfer title to the Aircraft to the Buyer free and clear of all liens, charges, hypothecations, mortgages and other encumbrances (except for any liens or encumbrances created by or on behalf of the Buyer), provided that the Balance of the Final Contract Price has been paid by the Buyer pursuant to Clause 5.4 and that the Certificate of Acceptance has been signed and delivered to the Seller pursuant to Clause 8.3. The Seller will provide the Buyer with (a) a bill of sale in (i) the form set forth in Exhibit E-1, if the Delivery Location is in Mobile, Alabama and (ii) in the form set forth in Exhibit E-2, if the Delivery Location is in any place other than Mobile, Alabama (the "**Bill of Sale**"), and/or (b) such other documentation confirming transfer of title and receipt of the Final Contract Price as may reasonably be requested by the Buyer and (c) if Mobile, Alabama is the Delivery Location, a warranty from Airbus S.A.S in the form of Exhibit J (the "**Airbus S.A.S Warranty**"). Property interest in and risk of loss of or damage to the Aircraft will also be transferred to the Buyer on Delivery.

UNQUOTE

1.10.3 BFE

Clause 18 of the Agreement is deleted in its entirety and is replaced with Clause 18 set forth in Appendix 1.

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1.11

Exhibits

- (i) Exhibit A-1B set forth hereto is hereby added to the Agreement.
- (ii) Exhibit A-3B set forth hereto is hereby added to the Agreement.
- (iii) Exhibit A-4B to the Agreement is deleted in its entirety and is replaced with the Exhibit A-4B set forth hereto.
- (iv) Exhibit A-4C to the Agreement is deleted in its entirety and is replaced with the Exhibit A-4C set forth hereto.
- (v) Exhibit A-4D to the Agreement is deleted in its entirety and is replaced with the Exhibit A-4D set forth hereto.
- (vi) Exhibit A-4E to the Agreement is deleted in its entirety and is replaced with the Exhibit A-4E set forth hereto.
- (vii) Exhibit A-4F to the Agreement is deleted in its entirety and is replaced with the Exhibit A-4F set forth hereto.
- (viii) Exhibit G-2 to the Agreement is deleted in its entirety and is replaced with the Exhibit G-2 set forth hereto.
- (ix) Exhibit H-4 to the Agreement is deleted in its entirety and us replaced with the Exhibit H-4 set forth hereto.
- (x) Exhibit D is deleted in its entirety and replaced with Exhibits D-1 and D-2 attached hereto.
- (xi) Exhibit E is deleted in its entirety and replaced with Exhibits E-1 and E-2 attached hereto.
- (xii) Exhibit J attached hereto, is hereby added to the Agreement.

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1.12      [Table of Contents](#)

1.12.1      The reference to Exhibit D in the Table of Contents to the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

EXHIBIT D-1                  FORM OF CERTIFICATE OF ACCEPTANCE (MOBILE DELIVERIES)

EXHIBIT D-2                  FORM OF CERTIFICATE OF ACCEPTANCE (BLAGNAC/HAMBURG DELIVERIES)

UNQUOTE

1.12.2      The reference to Exhibit E in the Table of Contents to the Agreement is deleted in its entirety and replaced with the following quoted text:

QUOTE

EXHIBIT E-1                  FORM OF BILL OF SALE (MOBILE DELIVERIES)

EXHIBIT E-2                  FORM OF BILL OF SALE (BLAGNAC/HAMBURG DELIVERIES)

UNQUOTE

1.12.3      A new reference to Exhibit J is added to the Table of Contents to the Agreement in appropriate alphabetical order with the following quoted text:

QUOTE

EXHIBIT J                  FORM OF AIRBUS S.A.S. WARRANTY

UNQUOTE

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## **2           EFFECT OF THE AMENDMENT**

2.1       The Agreement as amended by this Amendment contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous understanding, commitments or representations whatsoever, whether oral or written between the Buyer and the Seller regarding such subject matter.

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2.2       Notwithstanding the provisions of Paragraph 2.1 above, any SCNs executed by the Buyer and the Seller pursuant to Clause 2.2.1 of the Agreement (i) prior to the date hereof and (ii) in respect of any Aircraft which remain to be delivered, shall remain in full force and effect, except as may be otherwise agreed in writing between the Parties.

2.3       The Agreement will be deemed amended to the extent provided in this Amendment and, except as specifically amended hereby, will continue in full force and effect in accordance with its original terms.

## **3           CONFIDENTIALITY**

This Amendment and the terms and condition hereof are subject to the terms and conditions of Clause 22.7 of the Agreement.

## **4           GOVERNING LAW**

4.1       THIS AMENDMENT AND THE AGREEMENTS CONTEMPLATED HEREIN WILL BE GOVERNED BY AND CONSTRUED AND THE PERFORMANCE THEREOF WILL BE DETERMINED IN ACCORDANCE WITH THE PROVISIONS OF CLAUSE 22.4 OF THE AGREEMENT.

4.2       IT IS AGREED THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS WILL NOT APPLY TO THIS AMENDMENT.

## **5           COUNTERPARTS**

This Amendment may be executed by the Parties hereto in separate counterparts, each of which when so executed will be an original, but all such counterparts will together constitute one and the same instrument. Such counterparts may be delivered via facsimile and/or electronic mail (provided that an original is subsequently delivered).

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their respective officers thereunto duly authorized as of the day and year first above written.

SPIRIT AIRLINES, INC.

AIRBUS S.A.S.

By: /s/ Edward Christie  
Its: SVP and CFO

By: /s/ Christophe Mourey  
Its: SVP Contracts

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APPENDIX 1

18 Buyer Furnished Equipment

18.1 Administration

18.1.1.1

In accordance with the Specification, the Seller shall install those items of equipment that are identified in the Specification as being furnished by the Buyer ("Buyer Furnished Equipment" or "BFE"), provided that the BFE and the supplier of such BFE (the "BFE Supplier") are referred to in the Airbus BFE Product Catalog valid at the time the BFE Supplier is selected.

18.1.1.2

Notwithstanding the foregoing and without prejudice to Clause 2.4, if the Buyer wishes to install BFE manufactured by a supplier who is not referred to in the Airbus BFE Product Catalog, the Buyer shall so inform the Seller and the Seller shall conduct a feasibility study of the Buyer's request, in order to consider approving such supplier, provided that such request is compatible with the Seller's industrial planning and the associated Scheduled Delivery Month for the Buyer's Aircraft. In addition, it is a prerequisite to such approval that the considered supplier be qualified by the Seller's Aviation Authorities to produce equipment for installation on civil aircraft. Any approval of a supplier by the Seller shall be performed at the Buyer's expense. The Buyer shall cause any BFE supplier approved under this Clause 18.1.1.2 (each an "Approved BFE Supplier") to comply with the conditions set forth in this Clause 18 and specifically Clause 18.2.

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Except for the specific purposes of this Clause 18.1.1.2, the term "BFE Supplier" shall be deemed to include Approved BFE Suppliers.

18.1.2.1

The Seller shall advise the Buyer of the dates by which, in the planned release of engineering for the Aircraft, the Seller requires a written detailed engineering definition, encompassing a Declaration of Design and Performance (the "**BFE Engineering Definition**"). The Seller shall provide to the Buyer and/or the BFE Supplier(s), within an appropriate timeframe, the necessary interface documentation to enable the development of the BFE Engineering Definition.

The BFE Engineering Definition shall include the description of the dimensions and weight of BFE, the information related to its certification and the information necessary for the installation and operation thereof, including when applicable 3D models compatible with the Seller's systems. The Buyer shall furnish, or cause the BFE Suppliers to furnish, the BFE Engineering Definition by the dates specified.

Thereafter, the BFE Engineering Definition shall not be revised, except through an SCN executed in accordance with Clause 2.

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APPENDIX 1

18.1.2.2

The Seller shall also provide in due time to the Buyer a schedule of dates and the shipping addresses for delivery of the BFE and, where requested by the Seller, additional spare BFE to permit installation in the Aircraft and Delivery of the Aircraft in accordance with the Aircraft delivery schedule. The Buyer shall provide, or cause the BFE Suppliers to provide, the BFE by such dates in a serviceable condition, in order to allow performance of any assembly, installation, test or acceptance process in accordance with the Seller's industrial schedule. In order to facilitate the follow-up of the timely receipt of BFE, the Buyer shall, upon the Seller's request, provide to the Seller dates and references of all BFE purchase orders placed by the Buyer.

The Buyer shall also provide, when requested by the Seller, at Airbus Operations S.A.S. works in Toulouse, France, at Airbus Operations GmbH Works in Hamburg, Germany and/or the Airbus Americas Inc. facility in Mobile, Alabama, as applicable, adequate field service including support from BFE suppliers to act in a technical advisory capacity to the Seller in the installation, calibration and possible repair of any BFE.

18.1.3

Without prejudice to the Buyer's obligations hereunder, in order to facilitate the development of the BFE Engineering Definition, the Seller shall organize meetings between the Buyer and BFE Suppliers. The Buyer hereby agrees to participate in such meetings and to provide adequate technical and engineering expertise to reach decisions within the defined timeframe.

In addition, throughout the development phase and up to Delivery of the Aircraft to the Buyer, the Buyer agrees:

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- to monitor the BFE Suppliers and ensure that they shall enable the Buyer to fulfil its obligations, including but not limited to those set forth in the Customization Milestone Chart;
  - that, should a timeframe, quality or other type of risk be identified at a given BFE Supplier, the Buyer shall allocate resources to such BFE Supplier so as not to jeopardize the industrial schedule of the Aircraft;
  - for major BFE, including, but not being limited to, seats, galleys and IFE ("Major BFE") to participate on a mandatory basis in the specific meetings that take place between BFE Supplier selection and BFE delivery, namely:
    - Preliminary Design Review ("PDR"),
    - Critical Design Review ("CDR");
  - to attend the First Article Inspection ("FAI") for the first shipset of all Major BFE. Should the Buyer not attend such FAI, the Buyer shall delegate the FAI
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#### APPENDIX 1

to the BFE Supplier and confirmation thereof shall be supplied to the Seller in writing;

- to attend the Source Inspection ("SI") that takes place at the BFE Supplier's premises prior to shipping, for each shipset of all Major BFE. Should the Buyer not attend such SI, the Buyer shall delegate the SI to the BFE Supplier and confirmation thereof shall be brought to the Seller in writing. Should the Buyer not attend the SI, the Buyer shall be deemed to have accepted the conclusions of the BFE Supplier with respect to such SI.

The Seller shall be entitled to attend the PDR, the CDR and the FAI. In doing so, the Seller's employees shall be acting in an advisory capacity only and at no time shall they be deemed to be acting as Buyer's employees or agents, either directly or indirectly.

The BFE shall be imported into FRANCE or into GERMANY by the Buyer under a suspensive customs system ("Régime de l'entrepôt douanier ou régime de perfectionnement actif" or "Zollverschluss") without application of any French or German tax or customs duty, and shall be Delivered At Place (DAP) according to the Incoterms, to the following shipping addresses:

AIRBUS OPERATIONS S.A.S.

316 Route de Bayonne

31300 TOULOUSE

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FRANCE

or

AIRBUS OPERATIONS GmbH

Kreetslag 10  
21129 HAMBURG  
GERMANY

or such other location as may be specified by the Seller.

BFE delivered to the Seller's Affiliate in Mobile, Alabama, as may be specified by the Seller pursuant to Clause 18.1.4.1, will be shipped according to the Incoterms 2010 "Delivered Duty Paid" Airbus Americas, Inc., Mobile, Alabama.

18.1.5

If the Buyer requests the Seller to supply directly certain items that are considered BFE according to the Specification, and if such request is notified to the Seller in due time in order not to affect the delivery date of the Aircraft, the Seller will agree to order such items subject to the execution of an SCN reflecting the effect on price, escalation adjustment, and any other conditions of the Agreement including a handling charge in the amount of [\*\*\*] of the cost of the BFE item for any items up

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APPENDIX 1

to [\*\*\*]. If the cost of the BFE item exceeds [\*\*\*] the Buyer and the Seller will execute an SCN reflecting the cost of such BFE and a handling charge to be mutually agreed upon execution of such SCN. The Seller will bear no liability in respect of delay and product support commitments for such items.

18.2 Requirements

The Buyer is responsible for ensuring, at its expense, and warrants that the BFE shall:

- be manufactured by a qualified BFE Supplier, and
  - meet the requirements of the applicable Specification of the Aircraft, and
  - be delivered with the relevant certification documentation, including but not limited to the DDP, and
  - comply with the BFE Engineering Definition, and
-

- comply with applicable requirements incorporated by reference to the Type Certificate and listed in the Type Certificate Data Sheet, and
- be approved by the Aviation Authority issuing the Export Airworthiness Certificate and by the Buyer's Aviation Authority for installation and use on the Aircraft at the time of Delivery of the Aircraft, and
- not infringe any patent, copyright or other intellectual property right of the Seller or any third party, and
- not be subject to any legal obligation or other encumbrance that may prevent, hinder or delay the installation of the BFE in the Aircraft and/or the Delivery of the Aircraft.

The Seller shall be entitled to refuse any item of BFE that it considers incompatible with the Specification, the BFE Engineering Definition or the certification requirements.

#### 18.3 Buyer's Obligation and Seller's Remedies

##### 18.3.1 Any delay or failure in

- (i) furnishing the BFE in serviceable condition at the requested delivery date,
  - (ii) complying with Clause 18.2 or in providing the descriptive information or service representatives required by Clause 18.1.1,  
or
- 

##### APPENDIX 1

- (iii) obtaining any required approval for such equipment under the Aviation Authorities' regulations

may delay the performance of any act to be performed by the Seller, and cause the Final Contract Price of the Aircraft to be adjusted in accordance with the updated delivery schedule and the provisions of Clause 10. The additional costs the Seller incurs that are attributable in any material degree to such delay for storage, taxes, insurance and out of sequence installation shall be for the Buyer's account. The Seller shall use its reasonable efforts to minimize or mitigate such delay.

- 18.3.2 The Buyer will use reasonable commercial efforts to monitor the manufacturing, inspection and timely availability of BFE to meet the Seller's delivery requirements.
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- (i) if the Buyer discovers that the BFE delivery program is behind schedule and determines in conjunction with the BFE manufacturer that the Seller's delivery requirements cannot be met, the Buyer will, without delay, notify the Seller of the situation and of the expected delivery dates. The Buyer and Seller will mutually agree on a plan to minimize any additional costs for changes to the Seller's production program to accommodate the delay in BFE delivery. Any such additional costs will be borne by the Buyer.
- (ii) provided such delay is in excess of [\*\*\*] and a mutual agreement with respect to a recovery plan referred to in (i) above has not been reached, in addition to the consequences outlined in Clause 18.3.1, in the event of a delay or failure described in 18.3.1, the Seller, using reasonable efforts to mitigate cost, may select, purchase and install equipment similar to the BFE at issue, in which event the Final Contract Price of the affected Aircraft will also be increased by the actual purchase price of such equipment, plus handling charge in the amount of [\*\*\*] of the purchase price of the BFE item and the cost of transportation, insurance, packaging and, if required and not already provided for in the price of the Aircraft, for inspection, acceptance, adjustment and calibration; or
- (iii) if the BFE is delayed more than [\*\*\*] beyond, or unapproved within, [\*\*\*] of the date referenced in Clause 18.1.1, then the Seller may deliver or the Buyer may elect to have the Aircraft delivered without the installation of such BFE, notwithstanding the terms of Clause 7.2 insofar as it may otherwise have applied, whereon the Seller will be relieved of all obligations to install such equipment.

#### 18.4 Title and Risk of Loss

Title to and risk of loss of BFE will at all times remain with the Buyer, except that risk of loss (limited to cost of replacement of said BFE and excluding in particular

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#### APPENDIX 1

loss of use) will be with the Seller for as long as the BFE is in the care, custody and control of the Seller.

#### 18.5 Disposition of BFE Following Termination

- 18.5.1 If a termination of this Agreement pursuant to the provisions of Clause 21 hereof occurs with respect to an Aircraft in which all or any part of the BFE has been installed prior to the date of such termination, the Seller will be entitled, but not required, to remove all items of BFE which can be removed without damage to the Aircraft and to undertake commercially reasonable efforts to facilitate the sale of such items of BFE to other customers, retaining and applying the proceeds of such sales to reduce Seller's damages resulting from the termination.
  - 18.5.2 The Buyer will cooperate with the Seller in facilitating the sale of BFE pursuant to Clause 18.5.1 above and will be responsible for all reasonable costs incurred by the Seller in removing and facilitating the sale of such BFE. The Buyer will reimburse the Seller for all such reasonable costs within [\*\*\*] of receiving documentation substantiating such costs from the Seller.
-

18.5.3

The Seller will notify the Buyer as to those items of BFE not sold by the Seller pursuant to Clause 18.5.1 above and, at the Seller's request, the Buyer will undertake to remove such items from the Seller's facility within [\*\*\*] of the date of such notice. The Buyer will have no claim against the Seller for damage or destruction of any item of BFE removed from the Aircraft and not removed from Seller's facility within such period.

18.5.4

The Buyer will have no claim against the Seller for damage to or destruction of any item of BFE damaged or destroyed in the process of being deinstalled from the Aircraft, provided that the Seller shall have used reasonable care in such deinstallation.

18.5.5

The Buyer at no cost to the Seller will grant title to the Seller for any BFE items that cannot be removed from the Aircraft without causing damage to the Aircraft or rendering any system in the Aircraft unusable.

18.5.6

If the termination was not a result of an Excusable Delay attributable to the Buyer or a Buyer Termination Event, the Seller shall pay the Buyer for the cost of such BFE.

UNQUOTE

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EXHIBIT A-1B

**A319-100N Standard Specification Iss. 1**

**has been provided to the Buyer separately**

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EXHIBIT A-3B

A321-200N Standard Specification Iss. 1  
has been provided to the Buyer separately

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EXHIBIT A-4B



SPIRIT AIRLINES - Customization SCN List

A320-200

Based on Standard Specification A320-200 issue 8.0 dated 20 June 2011

A320-200 Aircraft

ATA	TITLE	A320-200 SCNs \$US DC01/11 per aircraft	Estimated BFE Budget \$US DC01/11 per aircraft
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]



TOTAL OF SCN AND ESTIMATED BFE BUDGET - \$US DC01/2011 PER AIRCRAFT [\*\*\*] [\*\*\*]

(\*\*) : The indicated thrust is the Airbus Equivalent Thrust at Mach number 0.25 / ISA +15C / sea level thrust divided by 0.8 (representative of sea level aircraft performance). It may differ from the nominal thrust that will be eventually indicated by the engine manufacturer.

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EXHIBIT A-4C



SPIRIT AIRLINES - Customization SCN List

A320-200N

Based on A320-200N Standard Specification 1.0 dated 21st december 2013

A320Neo Aircraft

ATA	TITLE	A320-200 SCNs \$US DC01/11 per aircraft	Estimated BFE Budget \$US DC01/11 per aircraft



[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

TOTAL OF SCN AND ESTIMATED BFE BUDGET - \$US DC01/2011 PER AIRCRAFT [\*\*\*] [\*\*\*]

(\*\*) : The indicated thrust is the Airbus Equivalent Thrust at Mach number 0.25 / ISA +15C / sea level thrust divided by 0.8 (representative of sea level aircraft performance). It may differ from the nominal thrust that will be eventually indicated by the engine manufacturer.

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EXHIBIT A-4D



### SPIRIT AIRLINES - Customization SCN List

A319-100 NEO

Based on A319-100N Standard Specification 1.0 dated 1<sup>st</sup> July 2014



A319neo Aircraft

ATA	TITLE		A319-100 SCNs \$US DC01/11 per aircraft	Estimated BFE Budget \$US DC01/11 per aircraft

[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

TOTAL OF SCNS AND ESTIMATED BFE BUDGET - \$US DC01/2011 PER AIRCRAFT [\*\*\*] [\*\*\*]

(\*) : The current design weights offered for the A320 Family Aircraft may be subject to adjustment

(\*\*) : The indicated thrust is the Airbus Equivalent Thrust at Mach number 0.25 / ISA +15C / sea level thrust divided by 0.8 (representative of sea level aircraft performance). It may differ from the nominal thrust that will be eventually indicated by the engine manufacturer.

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EXHIBIT A-4E



## SPIRIT AIRLINES - Customization SCN List

A321-200 NEO

Based on A321-200 Standard Specification 1.0 dated 23th december 2014



A321-200Neo Aircraft

ATA	TITLE	A321-200 NEO SCNs \$US DC01/11 per aircraft	Estimated BFE Budget \$US DC01/11 per aircraft
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[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

TOTAL OF SCNS AND ESTIMATED BFE BUDGET - \$US DC01/2011 PER AIRCRAFT [\*\*\*] [\*\*\*]

(\*) : MLW and MZFW are indicative design weights representative of the A321-200 with NEO option.

NEO design weights shall be updated with the final specification

(\*\*) : The indicated thrust is the Airbus Equivalent Thrust at Mach number 0.25 / ISA +15C / sea level thrust divided by 0.8 (representative of sea level aircraft performance). It may differ from the nominal thrust that will be eventually indicated by the engine manufacturer.

EXHIBIT A-4F



## SPIRIT AIRLINES - Customization SCN List

A321-200

Based on A321-200 Standard Specification 5.0 dated 20th June 2011



A321-200 Aircraft

ATA	TITLE	A321-200 SCNs \$US DC01/11 per aircraft	Estimated BFE Budget \$US DC01/11 per aircraft
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

TOTAL SCN List & Estimated BFE Budget - \$US DC01/2011 PER AIRCRAFT [\*\*\*] [\*\*\*]

(\*\*) : The indicated thrust is the Airbus Equivalent Thrust at Mach number 0.25 / ISA +15C / sea level thrust divided by 0.8 (representative of sea level aircraft performance). It may differ from the nominal thrust that will be eventually indicated by the engine manufacturer.

**CERTIFICATE OF ACCEPTANCE**

In accordance with the terms of clause \_\_\_\_ of the \_\_\_\_ purchase agreement dated \_\_\_\_ \_\_\_\_\_ \_\_\_\_ and made between Spirit Airlines, Inc (the "Customer") and Airbus S.A.S., as amended and supplemented from time to time (the "Purchase Agreement"), the technical acceptance tests relating to one Airbus A3 \_\_\_\_ aircraft bearing manufacturer's serial number \_\_\_\_ and registration mark \_\_\_\_ (the "Aircraft") have taken place in Mobile, Alabama, United States.

In view of said tests having been carried out with satisfactory results, the Customer, hereby approves the Aircraft as being in conformity with the provisions of the Purchase Agreement and accepts the Aircraft for delivery in accordance with the provisions of the Purchase Agreement.

Such acceptance shall not impair the rights that may be derived from the warranties relating to the Aircraft set forth in the Purchase Agreement.

Any right at law or otherwise to revoke this acceptance of the Aircraft is hereby irrevocably waived.

IN WITNESS WHEREOF, the Customer, has caused this instrument to be executed by its duly authorised representative this \_\_\_\_ day of \_\_\_\_\_ in Mobile, Alabama, United States.

**SPIRIT AIRLINES, INC.**

Name:

Title:

Signature:

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**CERTIFICATE OF ACCEPTANCE**

In accordance with the terms of clause \_\_\_\_\_ of the \_\_\_\_\_ purchase agreement dated \_\_\_\_\_ and made between Spirit Airlines, Inc (the "**Customer**") and Airbus S.A.S., as amended and supplemented from time to time (the "**Purchase Agreement**"), the technical acceptance tests relating to one Airbus A3\_\_\_\_ aircraft bearing manufacturer's serial number \_\_\_\_\_ and registration mark \_\_\_\_\_ (the "Aircraft") have taken place in [Blagnac, France /or Hamburg, Germany /or Tianjin, People's Republic of China].

In view of said tests having been carried out with satisfactory results, the Customer, hereby approves the Aircraft as being in conformity with the provisions of the Purchase Agreement and accepts the Aircraft for delivery in accordance with the provisions of the Purchase Agreement.

Such acceptance shall not impair the rights that may be derived from the warranties relating to the Aircraft set forth in the Purchase Agreement.

Any right at law or otherwise to revoke this acceptance of the Aircraft is hereby irrevocably waived.

IN WITNESS WHEREOF, the Customer, has caused this instrument to be executed by its duly authorised representative this \_\_\_\_\_ day of \_\_\_\_\_ in [Blagnac, France /or Hamburg, Germany /or Tianjin, People's Republic of China].

**SPIRIT AIRLINES, INC.**

Name:

Title:

Signature:

## **BILL OF SALE**

Know all men by these presents that Airbus Americas Inc., a Delaware corporation having its principal place of business at 2550 Wasser Terrace, Suite 9100, Herndon, VA 20171, United States (the "Seller"), was, this \_\_\_\_\_ day of \_\_\_\_\_, the owner of the title to the following airframe (the "Airframe"), the [engines/propulsion systems] as specified (the "**Engines/Propulsion Systems**") and all appliances, components, parts, instruments, accessories, furnishings, modules and other equipment of any nature, excluding buyer furnished equipment, ("**BFE**"), incorporated therein, installed thereon or attached thereto on the date hereof (the "Parts"):

**AIRFRAME: [ENGINES/PROPULSION SYSTEMS]:**

AIRBUS Model A3[\*]-[\*] [manufacturer] Model \_\_\_\_\_

**MANUFACTURER'S SERIAL NUMBER:**

**ENGINE SERIAL NUMBERS:**

\_\_\_\_ LH: \_\_\_\_\_

RH: \_\_\_\_\_

**REGISTRATION MARK:** \_\_\_\_\_

The Airframe, [Engines/Propulsion Systems] and Parts are hereafter together referred to as the "Aircraft".

The Seller did, this \_\_\_\_\_ day of \_\_\_\_\_, sell, transfer and deliver all of its above described rights, title and interest in and to the Aircraft to the following entity and to its successors and assigns forever, said Aircraft to be the property thereof:

[Insert Name and Address of Buyer]  
(the "**Buyer**")

The Seller hereby warrants to the Buyer, its successors and assigns that it had good and lawful right to sell, deliver and transfer title to the Aircraft to the Buyer and that there was conveyed to the Buyer good, legal and valid title to the Aircraft, free and clear of all liens, claims, charges, encumbrances and rights of others and that the Seller will warrant and defend such title forever against all claims and demands whatsoever.

This Warranty Bill of Sale is governed by and shall be construed in accordance with the laws of the State of New York.

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**EXHIBIT E-1**

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed by its duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_ in Mobile, Alabama, United States.

**AIRBUS AMERICAS INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**BILL OF SALE**

Know all men by these presents that Airbus S.A.S., a *société par actions simplifiée* existing under French law and having its principal office at 1 rond-point Maurice Bellonte, 31707 Blagnac Cedex, FRANCE (the "Seller"), was this [day] [month] [year] the owner of the title to the following airframe (the "Airframe"), the [engines/propulsion systems] as specified (the "[Engines/Propulsion Systems]") and [all appliances, components, parts, instruments, appurtenances, accessories, furnishings, modules and other equipment of any nature, excluding buyer furnished equipment ("BFE"), incorporated therein, installed thereon or attached thereto on the date hereof (the "Parts"):

**AIRFRAME:**

AIRBUS Model A3[•]-[•]

**DATE OF MANUFACTURE:** [•]

**MANUFACTURER'S**

**SERIAL NUMBER:** [•]

**REGISTRATION MARK:** [•]

**[ENGINES/PROPULSION SYSTEMS]:**

[Insert name of engine or propulsion system manufacturer] Model [•]

**ENGINE SERIAL NUMBERS:**

LH: [•]

RH: [•]

The Airframe, [Engines/Propulsion Systems] and Parts are hereafter together referred to as the "Aircraft".

The Seller does this \_\_\_\_ day of [month] [year], grant, convey, bargain, sell, transfer, deliver and set over all of its rights, title and interest in and to the Aircraft to the following entity and to its successors and assigns forever, such Aircraft to be the property thereof:

[Insert Name/Address of Buyer]  
(the "Buyer")

The Seller hereby warrants to the Buyer, its successors and assigns that it has [(i)] good and lawful right to sell, deliver and transfer title to the Aircraft to the Buyer and that there is hereby conveyed to the Buyer good, legal and valid title to the Aircraft, free and clear of all liens, claims, charges, encumbrances and rights of others and that the Seller will warrant and defend such title forever against all claims and demands whatsoever.

This Warranty Bill of Sale will be governed by and construed in accordance with the laws of [*same governing law as the Purchase Agreement*].

---

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized representative this \_\_\_\_\_ day of [month], [year] in [Blagnac, France/Hamburg, Germany].

**AIRBUS S.A.S.**

By: \_\_\_\_\_

Name:

Title:

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EXHIBIT G-2

**SELLER PRICE REVISION FORMULA 2011**

**1.1           Base Prices**

The Base Prices of the Airframes of the applicable Aircraft are as quoted in Clause 3.1 of the Agreement and are subject to adjustment for changes in economic conditions as measured by data obtained from the [\*\*\*]

**1.2           [\*\*\*]**

[\*\*\*]

**1.3           [\*\*\*]**

[\*\*\*]

**1.4           [\*\*\*]**

[\*\*\*]

**1.5           [\*\*\*]**

**1.5.1        [\*\*\*]**

[\*\*\*]

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1.5.2 [\*\*\*]

[\*\*\*]

1.5.3 [\*\*\*]

[\*\*\*]

1.5.4 [\*\*\*]

[\*\*\*]

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EXHIBIT H-4

#### **IAE LLC PRICE REVISION FORMULA**

##### **1.1 Reference Price of the Propulsion Systems**

The Reference Prices for a set of two (2) IAE LLC PW1100G-JM Propulsion Systems are as set forth in Clause 3.1.1.3 of the Agreement.

These Reference Prices are subject to adjustment for changes in economic conditions as measured by data obtained from [\*\*\*]

1.2 [\*\*\*]

[\*\*\*]

1.3 [\*\*\*]

[\*\*\*]

1.4 [\*\*\*]

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1.5 [\*\*\*]

1.5.1 [\*\*\*]

[\*\*\*]

1.5.2 [\*\*\*]

[\*\*\*]

1.5.3 [\*\*\*]

[\*\*\*]

1.5.4 [\*\*\*]

[\*\*\*]

**AIRBUS S.A.S WARRANTY**

Airbus S.A.S. hereby warrants to \_\_\_\_\_ (the "Buyer"), its successors and assigns that the Bill of Sale executed by Airbus Americas Inc. dated \_\_\_\_\_ and relating to one A3\_\_\_\_ aircraft bearing MSN \_\_\_\_\_ (the "Aircraft") conveys to the said Buyer on the date hereof good, legal and valid title to the Aircraft, the [engines/propulsion systems] as described in the Bill of Sale, appliances, parts, instruments, accessories, furnishings and other equipment, free and clear of all liens, claims, charges, encumbrances and rights of others, and that Airbus S.A.S. will warrant and defend such title to the Aircraft forever against all claims and demands whatsoever.

This Airbus Warranty is governed by and shall be construed in accordance with the laws of the State of New York.

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**IN WITNESS WHEREOF**, Airbus S.A.S. has caused this Airbus Warranty to be executed by its duly authorized representative this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**AIRBUS S.A.S.**

**By:** \_\_\_\_\_

Name:

Title:

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

### **Addendum and Amendment to the Agreement Governing Acceptance of the American Express Card by Air lines**

This Addendum and Amendment, effective June 24<sup>th</sup>, 2011, supplements and amends the Terms and Conditions for Worldwide Acceptance of the American Express Card by Airlines dated September 4, 1998 (together with all amendments, supplements and addenda thereto, the "Agreement") by and between Spirit Airlines, Inc. ("Spirit", "Carrier", "you", and "yours") and American Express Travel Related Services Company, Inc. ("Amex", "we", "us", and "our").

[\*\*\*]

WHEREAS, Spirit and Amex wish to further clarify each parties respective rights and obligations [\*\*\*];

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration received, the parties agree to the following terms governing [\*\*\*] the amendment of the Agreement:

1. The following shall be inserted as new terms in the Glossary:

[\*\*\*]

"EBITDA Margin": for any period, the sum, (determined on a consolidated basis without duplication in accordance with GAAP), of the following: (a) operating income (including income or loss attributable to equity affiliates), but calculated before (b) taxes, interest expense (net of capitalized interest and interest income), extraordinary items, cumulative effect of accounting changes, minority interest and special charges) for such period, plus (c) depreciation and amortization (to the extent deducted in determining operating income) for such period divided by total operating revenue in accordance with GAAP.

[\*\*\*]

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1

"Gross Exposure" means the full amount of charges submitted by you for goods and/or services not yet received or disputed by Cardmembers, including and without limitation: (i) the full amount of Charges for unflown tickets for domestic and foreign future air travel and related services ("Future Liability"); (ii) the full amount of Charges for unflown tickets for domestic and foreign air travel and unused related services when the itinerary is partially completed ("Stranded Liability"); (iii) the full amount of Charges for unflown or unused air travel and related services past the first scheduled travel date ("Past Liability"); and (iv) the full amount of Credits due to Cardmembers and amounts of Charges disputed by Cardmembers or otherwise subject to Amex's rights to Full Recourse under the Agreement.

"LTM Operating Expenses" means the total last 12 months operating expenses as in accordance with GAAP excluding depreciation and amortization, impairment charges and other non-cash charges.

"Material Adverse Change" means [\*\*\*] that an adverse change has been suffered by your business or the airline industry which materially increases Amex's risk of loss under the Agreement.

"Merchant Acquirer" means any Person that has entered into a Merchant Acquirer Agreement with you.

"Merchant Acquirer Agreement" means any arrangement between you and a Merchant Acquirer for the acceptance and/or processing of other payment methods.

[\*\*\*]

[\*\*\*]

"Pipeline" means the aggregate amount of Charges submitted by Carrier for which payment is not yet due under Carrier's applicable Speed of Pay.

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"Short-Term Investments" means:

- i. obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America (or by any agency thereof to the extent such obligations are backed by the full faith and credit of the United States of America), in each case maturing within one year from the date of acquisition thereof;
- ii. direct obligations of state and local government entities in each case maturing within one year from the date of acquisition thereof, which have a rating of at least A- (or the equivalent thereof) from S&P or A3 (or the equivalent thereof) from Moody's;
- iii. obligations of domestic or foreign companies and their subsidiaries (including, without limitation, agencies, sponsored enterprises or instrumentalities chartered by an Act of Congress, which are not backed by the full faith and credit of the United States of America), including, without limitation, bills, notes, bonds, debentures, and mortgage-backed securities, in each case maturing within one year from the date of acquisition thereof and which have a rating of at least A- (or the equivalent thereof) from S&P or A-3 (or the equivalent thereof) from Moody's;
- iv. investments in commercial paper maturing within 365 days from the date of acquisition thereof and having, at such date of acquisition, a rating of at least A-2 (or the equivalent thereof) from S&P or P-2 (or the equivalent thereof) from Moody's;
- v. investments in certificates of deposit, banker's acceptances and time deposits maturing within one year from the date of acquisition thereof issued or guaranteed by or placed with, and money market deposit accounts issued or offered by, any domestic office of any other commercial bank of recognized standing organized under the laws of the United States of America or by any State thereof that has a combined capital and surplus and undivided profits of not less than \$250,000,000 and which has a long term unsecured debt rating of at least A from S&P and A2 from Moody's (or is the principal banking Subsidiary of a bank holding company that has such ratings);
- vi. fully collateralized repurchase agreements with a term of not more than six (6) months for underlying securities that would otherwise be eligible for investment;

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- vii. Investments of money in an investment company organized under the Investment Company Act of 1940, as amended, or in pooled accounts or funds offered through mutual funds, investment advisors, banks and brokerage houses which invest its assets in obligations of the type described in (i) through (vi) above. This could include, but not be limited to, money market funds or short-term and intermediate bonds funds;
- viii. Money market funds that (i) comply with the criteria set forth in SEC Rule 2a-7 under the Investment Company Act of 1940, (ii) are rated AAA (or the equivalent thereof) by S&P and Aaa (or the equivalent thereof) by Moody's and (iii) have portfolio assets of at least \$5,000,000,000; and
- ix. Investments, in accordance with investment policies approved by the board of directors of Spirit, in the ordinary course of business classified as a current asset according to GAAP.

[\*\*\*]

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[\*\*\*]

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"Unrestricted Cash": means as of any calendar month end, cash, cash equivalents and Short-Term Investments according to GAAP, not subject to any lien or other restriction and not an amount available to be borrowed under any line of credit.

2. Sections 9.A of the Agreement will be deleted in their entirety and replaced with the following:

"[\*\*\*]"

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[\*\*\*]."

3. [\*\*\*]

4. The reference to "25 days" in Section 6 ("Full Recourse") of the Agreement is deleted and replaced with "twenty (20) days".

5. The reference to "25 days" in subsections 9.A ("Responding to Inquiries") and 9.B ("Cardmember Rights under Law") of Schedule II to the Agreement are deleted and replaced with "twenty (20) days".

6. The following provision is added to Section 5 of Schedule II to the Agreement as subparagraph F.:

"F. Amex need not accept any non-compliant Authorization or Transmission (or both) and Amex has the right to assess noncompliance fees for non-compliant Authorizations or Transmissions (or both) that Amex does accept. Amex reserves the right to modify the Specifications or requirements of Amex's local operating centers (or both)."

7. All other terms and conditions of the Agreement shall remain in effect except as expressly modified herein or in another writing signed by both parties. Capitalized terms shall have the same meaning as set forth in the Agreement.

8. This Amendment shall be governed by and construed under the laws of the State of New York excluding its conflicts of laws rules.

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6

9. Provisions contained in this Addendum and Amendment shall prevail in case of conflict over the terms of the Agreement.

10. This Addendum and Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Intending to be legally bound, the parties have executed this Amendment as of the date set forth above.

SPIRIT AIRLINES, INC.

AMERICAN EXPRESS TRAVEL  
RELATED SERVICES COMPANY, INC.

By: /s/ David Bradford

By: /s/ Eric Dollman

Name: David Bradford

Name: Eric Dollman

Title: VP Treasurer

Title: Vice President

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7

Attachment 1

**FINANCIAL COVENANT CERTIFICATE**

This Financial Covenant Certificate is being submitted pursuant to the Agreement. The undersigned, being [describe title] of Spirit Airlines, hereby certifies that, to the best of his/her knowledge after reasonable investigation as of the

date of this Certificate the following are true and correct and were compiled from the books and records of Spirit Airlines in accordance with the terms of the Agreement.

[\*\*\*]

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

Dated:

SPIRIT AIRLINES, INC.

By:

Name:

Title:

Submit to: Amex.Airline@aexp.com

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO ITEM 601(b)(10)(iv) WHEREBY CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED BECAUSE IT IS BOTH NOT MATERIAL AND WOULD LIKELY CAUSE COMPETITIVE HARM TO THE REGISTRANT IF PUBLICLY DISCLOSED: [\*\*\*]

## SECOND AMENDMENT TO SIGNATORY AGREEMENT

THIS SECOND AMENDMENT TO SIGNATORY AGREEMENT (this "Amendment") is entered into as of September 6, 2011, by and between Spirit Airlines, Inc., a company organized under the laws of the state of Delaware ("Carrier"), and U.S. Bank National Association as Member and Servicer ("Bank").

### RECITALS

A. Bank and Carrier are parties to a Signatory Agreement (U.S. VISA and MasterCard Transactions) dated as of May 21, 2009 (as the same has been amended, restated or otherwise modified from time to time, the "Card Processing Agreement") pursuant to which Bank processes certain payments made to Carrier using Cards (as such term is defined in the Card Processing Agreement) bearing the servicemark of Visa International, Visa U.S.A. Inc. or MasterCard International Incorporated.

B. Carrier and Bank each desire to make certain changes to the Card Processing Agreement and have therefore agreed to enter into this amendment.

### AGREEMENT

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

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

**Section 2. Amendments.** The Card Processing Agreement is hereby amended by as follows:

**2.1 Term.** Section 10 of the Signatory Agreement is amended and restated in its entirety to read as follows:

10. **Term.** This Agreement shall become effective as of the Effective Date and, unless earlier terminated pursuant to Section 14 of the MTOS, shall continue until December 31, 2012; provided that this Agreement will automatically extend for successive terms of one (1) year each thereafter unless either party provides written notice to the other of its intent not to extend the Agreement for any such additional year by giving written notice of such determination at least ninety (90) days prior to the expiration of the then current term.

**2.2 Exposure Protection Schedule.** The Exposure Protection Schedule attached to the Card Processing Agreement is amended and restated in its entirety to read in the form attached hereto as Exhibit A. Any prior amendments to the Exposure Protection Schedule shall be deemed superseded by the Exposure Protection Schedule attached hereto.

**Section 3. Representations and Warranties of Carrier.** Carrier hereby represents and warrants to Bank that on and as of the date hereof and after giving effect to this Amendment:

**3.1** All of Carrier's representations and warranties contained in the Card Processing Agreement are true, correct and complete in all respects as of the date hereof as though made on and as of such date; provided, that references in Section 9.1(e) of the MTOS to financial statements shall be to the most recent financial statements of such type delivered to Bank by Carrier.

**3.2** Carrier has the power and legal right and authority to enter into this Amendment and has duly authorized as appropriate the execution and delivery of this Amendment and none of the agreements contained

herein contravene or constitute a default under any agreement, instrument or indenture to which the Carrier is a party or a signatory or a provision of Carrier's Certificate or Articles of Incorporation or, to the best of the Carrier's knowledge, any other agreement or requirement of law, or result in the imposition of any lien on any of its property under any agreement binding on or applicable to Carrier or any of its property except, if any, in favor of Bank.

**3.3** Carrier is duly organized and in good standing under the laws of the state of its organization and is qualified to do business in each state where the nature of its activities or the character of its properties makes such qualification necessary or desirable and the failure to so qualify would have a material adverse effect on the assets or operations of Carrier.

**3.4** Upon the effective date of this Amendment, this Amendment and the Card Processing Agreement, as supplemented and amended hereby, will constitute the legal, valid and binding obligations of Carrier enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, and to the exercise of judicial discretion in accordance with general principles of equity.

**Section 4. Representations and Warranties of Bank.** Bank represents and warrants to Carrier that Bank has full and complete power and authority to enter into and perform under this Amendment and has obtained, and there remain in effect, all necessary licenses, resolutions and filings which are necessary for Bank to perform its obligations under this Amendment.

**Section 5. Ratification of Agreement; Acknowledgment.** Except as expressly modified under this Amendment, all of the terms, conditions, provisions, agreements, requirements, promises, obligations, duties, covenants and representations of Carrier and Bank, respectively, under the Card Processing Agreement are hereby ratified by Carrier and Bank, respectively. All references contained in the Card Processing Agreement and the Schedules thereto to "Agreement" shall mean the Card Processing Agreement as supplemented and amended hereby.

**Section 6. Effective Date.** This Amendment shall become effective upon execution and delivery to Bank of duly executed counterparts hereof by Bank and Carrier.

**Section 7. Merger and Integration, Superseding Effect.** This Amendment, from and after the date hereof, embodies the entire agreement and understanding between the parties hereto, and supersedes and has merged into it all prior oral and written agreements, on the same subjects by and between the parties hereto with the effect that this Amendment shall control with respect to the specific subjects hereof and thereof.

**Section 8. Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Minnesota.

**Section 9. Counterparts.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which counterparts of this Amendment when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed as of the date and year first above written.

CARRIER:

SPIRIT AIRLINES, INC.

By: /s/ David Lancelot

Name: David Lancelot

Title: SVP & CFO

BANK:

U.S. BANK NATIONAL ASSOCIATION

By: /s/ Michael Kennedy

Name: Michael Kennedy

Title: Its Authorized Representative

Exhibit A

**AMENDED AND RESTATED EXPOSURE PROTECTION SCHEDULE**  
**(U.S. Transactions)**

## **AMENDED AND RESTATED EXPOSURE PROTECTION SCHEDULE**

This Amended and Restated Exposure Protection Schedule is to the Signatory Agreement dated as of May 21, 2009 by and among Spirit Airlines, Inc. ("Carrier") and U.S. Bank National Association, as "Member" and "Servicer" (as amended, together with the Master Terms of Service incorporated therein and all Schedules, Exhibits and other attachments to the Signatory Agreement and the Master Terms of Service, this or the "Agreement").

### **1. Certain Definitions**

All terms not otherwise defined herein that are capitalized and used herein shall have the meanings given to them in the Agreement. References to Sections in "this Agreement" or "the Agreement" mean any such Section in the MTOS. As used in this Exposure Protection Schedule, the following terms shall have the meanings indicated:

**Aggregate Protection** - The sum of (i) the Deposit, (ii) the amount remaining to be drawn upon any valid and outstanding Letter of Credit, and (iii) the proceeds of any previous draw on a Letter of Credit held by Servicer or Member and not applied to any Obligations or credited to the Deposit.

**Carrier's Rights** - Any and all rights that Carrier has or may at any time acquire in any Sales Records, any Deposit amount, any right to payment under the Agreement prior to the exercise of any setoff rights or net settlement hereunder, or from any third parties as a result of any Sales Records or Card sales arising under or relating to the Agreement.

[\*\*\*]

[\*\*\*]

**Cash Operating Expenses** - The amount of Operating Expenses as determined by GAAP during a given period, exclusive of any depreciation, amortization or other non-cash operating expenses.

[\*\*\*]

**Deposit** - The aggregate of (a) Reserved Funds and (b) any cash remitted and pledged by Carrier to Member or Servicer or any other Secured Party pursuant to or in connection with the Agreement to secure the Obligations hereunder, and all additions to such aggregate made from time to time and all monies, securities, investments and instruments purchased therewith and all interest, profits and/or dividends accruing thereon and proceeds thereof. Separate Deposits may be maintained in the event there are multiple currencies, in such currencies.

[\*\*\*]

**General Triggering Event** - Any of the following shall be a General Triggering Event:

- (a) the occurrence of an Insolvency Event;
- (b) excepting transactions as to which Servicer shall have given its prior written consent, the merger, consolidation or amalgamation of Carrier or entry by Carrier into any analogous reorganization, amalgamation or transaction with any unaffiliated corporation, company or other entity or as a result of which Carrier is not the surviving entity;
- (c) excepting transactions as to which Servicer shall have given its prior written consent, the sale, transfer, lease or other conveyance of all or substantially all of Carrier's assets;
- (d) excepting transactions as to which Servicer shall have given its prior written consent, any Person or group acquires or obtains beneficial ownership of securities (including options) having a majority of the ordinary voting power of Carrier or the directors of Carrier constituting that percentage necessary to approve corporate action not being either (i) current directors, (ii) directors designated or approved by such current directors or (iii) directors approved by such current or replacement directors;

(U.S. Transactions)

- (e) the occurrence of a material default under this Agreement; or
- (f) a Material Adverse Occurrence.

Gross Exposure - As defined in Section 8 of this Exposure Protection Schedule.

[\*\*\*]

Letter of Credit - One or more valid and outstanding irrevocable standby letters of credit that are (i) issued for the benefit of all Secured Parties, (ii) in form and substance acceptable to Servicer, as determined by Servicer in its sole discretion, (iii) issued by a financial institution acceptable to Servicer, as determined by Servicer in its sole discretion and (iv) expressly accepted by Servicer or Member, as agent for all Secured Parties.

Lien - Any mortgage, pledge, security interest, encumbrance, lien, hypothec or charge of any kind (including any agreement to provide any of the foregoing), any conditional sale or other title retention agreement or any lease in the nature thereof, or any filing or agreement to file a financing statement as debtor on any property leased to any Person under a lease which is not in the nature of a conditional sale or title retention agreement.

[\*\*\*]

Methodology - As defined in Section 3 of this Exposure Protection Schedule.

Obligations - All of Carrier's obligations under the Agreement whether now existing or hereafter arising, whether now existing or hereafter arising (including any of the foregoing obligations that arise prior to or after any Insolvency Event and any obligations arising pursuant to this Exposure Protection Schedule).

[\*\*\*]

[\*\*\*]

Rentals - For any applicable period, the amount paid by Carrier to rent aircraft under operating leases.

Required Amount - [\*\*\*]

Secured Parties - Any of Servicer, Member, and each Association Obligor under the Signatory Agreement.

[\*\*\*]

## 2. **Exposure Protection**

- (a) Upon commencement of the Agreement, Member or Servicer may retain and hold all funds paid to Member by a Card Association on account of Sales Records submitted by Carrier to Servicer or Member as Reserved Funds until the amount of the Aggregate Protection equals the Required Amount, as determined in accordance with Sections 3 and 8 of this Exposure Protection Schedule. In lieu of retaining Reserved Funds, or in addition to retaining and holding Reserved Funds, Member or Servicer, in its sole discretion, may, based upon the Net Activity report delivered under Section 6.4 of the MTOS or other relevant documentary evidence, demand that Carrier, and Carrier shall upon such demand, remit to Servicer within two (2) Business Days of Servicer's demand immediately available funds to hold as the Deposit in an amount that when added to amounts (if any) retained and held by or on behalf of Member or Servicer as the Deposit causes the amount of the Aggregate Protection to equal the Required Amount. The Deposit amount shall be subject to adjustment as provided in Section 3 of this Exposure Protection Schedule. Member, Servicer or any Secured Party will hold the Deposit as security for the due and punctual payment of and performance by Carrier of the Obligations.

(U.S. Transactions)

- (b) To the extent Carrier has or may at any time acquire any rights in Carrier's Rights, Carrier grants to each of Servicer, Member, and all other Secured Parties a Lien on the Deposit and all other Carrier's Rights to secure the payment and performance by Carrier of all Obligations. Each Secured Party shall act as agent for all Secured Parties to the extent that any such Secured Party controls or possesses the Deposit or any collateral hereunder or is named as Secured Party on any filing, registration or recording. Carrier hereby acknowledges that notwithstanding the foregoing grant of a Lien, Reserved Funds represent only a future right to payment owed to Carrier under the Agreement, payment of which is subject to the terms and conditions of the Agreement and to Carrier's complete and irrevocable fulfillment of its obligations and duties under the Agreement and do not constitute funds of Carrier.
- (c) Carrier further agrees that during the term of the Agreement, Carrier shall not grant, or attempt to grant, to any other Person or suffer to exist in favor of any other Person any Lien or other interest in Carrier's Rights (if any) unless any such Lien or other interest and the priority thereof are subject to a subordination agreement in favor of Member, Servicer and all other Secured Parties and reasonably satisfactory to Servicer.
- (d) Carrier hereby acknowledges that Member and Servicer dispute the existence of any interest of Carrier in any rights to payment from Cardholders or Card Issuers arising out of the Sales Records and further acknowledges that to the extent it may have an interest therein, such interest is subordinate to the interests of the Secured Parties and of any of their respective subrogees.
- (e) Carrier will do all acts and things, and will execute, endorse, deliver, file, register or record all instruments, statements, declarations or agreements (including pledges, assignments, security agreements, financing statements, continuation statements, etc.) reasonably requested by Servicer, in form reasonably satisfactory to Servicer, to establish, perfect, maintain and continue the perfection and priority of the security interest and hypothec of Secured Parties in all Carrier's Rights and in all proceeds of the foregoing, as granted by Carrier pursuant to Section 2(b) and 2(d) of this Exposure Protection Schedule. Carrier will pay the reasonable costs and expenses of all filings and recordings, including taxes thereon or fees with respect thereto and all searches reasonably necessary or deemed necessary by Servicer, to establish and determine the validity and the priority of such security granted in favor of Servicer. Carrier hereby irrevocably appoints Servicer (and all persons, officers, employees or agents designated by Servicer), its agent and attorney-in-fact to do all such acts and things contemplated by this paragraph in the name of Carrier. Without limiting the foregoing, Carrier hereby authorizes Servicer to file one or more financing statements or continuation statements in respect hereof, and amendments thereto, relating to any part of the collateral described herein without the signature of Carrier. A carbon, photographic or other reproduction of the Agreement or of a financing statement shall be sufficient as a financing statement and may be filed in lieu of the original in any or all jurisdictions which accept such reproductions.

### **3. Adjustments to Deposit**

- (a) Servicer will use the Methodology described in Section 8 of this Exposure Protection Schedule (the "Methodology") to calculate Gross Exposure each Business Day. Carrier acknowledges that Servicer has explained to it and it understands Servicer's Methodology for determining Gross Exposure and the amount of the Aggregate Protection and hereby agrees to be bound by such Methodology and the determinations made by Servicer as a result thereof, absent manifest error. Among other things, Carrier understands that Gross Exposure includes the value of Travel Costs for goods or services sold to Cardholders who used their Cards to purchase such goods or services with respect to which Carrier has not yet provided such goods or services. Servicer and Carrier may change the Methodology by mutual agreement.

(U.S. Transactions)

- (b) The amount of the Deposit shall be increased or decreased each Business Day, as appropriate, based on the Methodology so that the amount of the Aggregate Protection will at all times equal the Required Amount. Any necessary increases to the Deposit may be made, at Servicer's sole discretion by Member or Servicer withholding as Reserved Funds an amount up to [\*\*\*] of amounts otherwise payable to Carrier under Section 6.2 of the MTOS until the amount of the Aggregate Protection is at least equal to the Required Amount, or by federal wire transfer of immediately available funds from Carrier to an account designated by Servicer, on the second (2nd) Business Day after Carrier's receipt of notice from Servicer that an increase is required and the amount thereof. If the Servicer agrees to permit increases to the amount of the Deposit by wire transfer and the funds required to increase the amount of the Deposit so that the Aggregate Protection is equal to the Required Amount are not transferred to Servicer as required by this Section 3, Member or Servicer may immediately withhold on a daily basis as Reserved Funds an amount up to [\*\*\*] of amounts otherwise payable to Carrier under Section 6.2 of the MTOS until the amount of the Aggregate Protection at least equals the Required Amount. Member or Servicer shall remit to Carrier from the Deposit the amount necessary to reduce the amount of the Aggregate Protection to equal the Required Amount on each Business Day in accordance with Section 6.2 of the MTOS.
- (c) The amount of the Deposit to be maintained hereunder may be reduced in accordance with Section 9 of this Exposure Protection Schedule pursuant to which Servicer accepts Letter of Credit in lieu of all or a portion of the Deposit so long as the Aggregate Protection equals the Required Amount.
- (d) Although Servicer has the right at all times to require that the amount of the Aggregate Protection equal the Required Amount, Servicer may, from time to time, in its sole discretion make remittances to Carrier or release portions of any Letter of Credit such that the Aggregate Protection is less than the Required Amount. The duration of any such reduction is within the sole discretion of Servicer. At any time that the amount of the Aggregate Protection is less than the Required Amount Servicer, in its sole discretion, may again require that the amount of the Aggregate Protection equal the Required Amount. Any required increase may be made as provided in Section 3(b) of this Exposure Protection Schedule as determined by Servicer. Any reductions in the amount of the Aggregate Protection as described in this paragraph shall not be deemed a course of dealing nor give rise to any rights by Carrier in the future to require that the amount of the Aggregate Amount be less than the Required Amount.

#### **4. Control of Deposit**

Carrier acknowledges that (i) funds remitted to Member or Servicer by Carrier and (ii) funds paid by Card Associations and held by Member, Servicer or any Secured Party as the Deposit may be commingled with other funds of Member, Servicer or such Secured Party, and further acknowledges that all such funds, and any investment of funds shall be in the name and control of Member, Servicer or such Secured Party, and Carrier shall have no interest in any securities, instruments or other contracts or any interest, dividends or other earnings accruing thereon or in connection therewith. It is the understanding of the Parties that, notwithstanding any other provision of the Agreement to the contrary, (a) the sole obligation of Member or Servicer with respect to the Deposit shall be the obligation to pay to Carrier amounts equal to the amounts attributable to Travel Costs with respect to which Carrier has provided goods or services net of any Obligations owed Carrier to any Secured Party, (b) such obligation to make payment to Carrier is at all times subject to the terms of the Agreement, and (c) such payment shall only be due and payable upon complete and irrevocable fulfillment by Carrier of all of its obligations and duties under the Agreement.

#### **5. Investment**

To the extent permitted by applicable law or regulation, all amounts held as the Deposit will be deemed to earn a yield equal to the Applicable Rate. The amount so earned shall be credited to the Deposit.

(U.S. Transactions)

## **6. Right of Offset; Recoupment; Application**

At any time that an amount is due Member, Servicer or any other Secured Party from Carrier, and Member, Servicer or such other Secured Party does not obtain payment of such amount due as provided in the Agreement, Member or Servicer (each on behalf of itself and any other Secured Party) shall have the right to apply, recoup or set off any amounts otherwise owed by Member, Servicer or any other Secured Party to Carrier hereunder, including, without limitation, any amounts attributable to the Deposit, to the amount owed by Carrier. Servicer may exercise any such right for its benefit or the benefit of Member or any other Secured Party. Where any application, recoupment or set off requires the conversion of one currency into another, Servicer or Member shall be entitled to effect such conversion in accordance with its prevailing practice and Carrier shall bear all exchange risks, losses, commissions and other bank charges which may thereafter arise.

## **7. Retention of Deposit After Cessation of Flight Operations**

Notwithstanding any other provision of the Agreement to the contrary, during the period not to exceed [\*\*\*] months from the earlier of termination of this Agreement or the date upon which Carrier permanently ceases flight operations, Member and Servicer may retain the Deposit and Letters of Credit so that the Aggregate Protection at least equals the Required Amount on each day. As the Required Amount is reduced because Gross Exposure has been reduced in a means acceptable to Servicer, Servicer is obligated to remit sufficient funds from the Deposit and/or return the Letter of Credit to Carrier within two (2) business days of such determination so that the Aggregate Protection does not exceed the Required Amount (except with respect to the Projected Exposure set forth in Section 11). Subject to the foregoing and the eighteen month time frame, Servicer shall continue to hold the Deposit and/or Letters of Credit until Servicer has determined that Carrier has no further Obligations or potential Obligations and Servicer shall be without any obligation to remit funds to Carrier until such time.

## **8. Methodology**

[\*\*\*]

## **9. Standby Letter of Credit**

- (a) The amount of the Aggregate Protection which Servicer or Member may maintain pursuant to this Exposure Protection Schedule shall include the sum of (a) the amount remaining to be drawn upon any valid and outstanding Letter of Credit and (b) the proceeds of any previous draw on a Letter of Credit held by Servicer or Member and not applied. At such time as the Servicer or Member may no longer draw on the Letters of Credit, Servicer may require that the amount of the Deposit plus proceeds of any draw on the Letters of Credit held by Servicer or Member and not applied equal the Required Amount.
- (b) Upon the occurrence of any event that gives rise to Servicer's right under this Agreement to make demand on Carrier for payment to Servicer or Member of any Obligations and after (i) application of all amounts held as part of the Deposit and (ii) application of all amounts that would otherwise be payable to Carrier from Member or Servicer under the Agreement on such date, if any, then the Servicer, at its option, may draw on any Letter of Credit issued for its benefit with respect to the Agreement to pay such Obligations in an amount that does not exceed the sum of (A) the amount the Servicer has a right to demand that the Carrier pay the Servicer or Member under this Agreement on such date plus (B) the amounts the Servicer reasonably believes it will have a right to demand that the Carrier pay the Servicer or Member as Obligations during the following seven day period.
- (c) Notwithstanding anything to the contrary contained in this Section 9 to the contrary, Servicer may draw upon the full amount of a Letter of Credit if sixty (60) days have passed since Servicer delivered written notice to Carrier that the rating of the bank that issued the Letter of Credit has fallen below (A) [\*\*\*] under the Moody's Investors Service rating system or (B) [\*\*\*] under the Standard and Poor's rating system, or (C) if ratings from either of those services are unavailable, the equivalent rating of any of the foregoing under any similar rating system.

(U.S. Transactions)

- (d) Notwithstanding anything to the contrary contained in this Section 9 to the contrary, Servicer may draw upon the full amount of a Letter of Credit if (i) five (5) Business Days have passed since the rating of the bank that issued the Letter of Credit has fallen below (A) [\*\*\*] under the Moody's Investors Service rating system or (B) [\*\*\*] under the Standard and Poor's rating system, or (C) if ratings from either of those services are unavailable, the equivalent rating of any of the foregoing under any similar rating system, (ii) an Insolvency Proceeding is commenced by or against Carrier or (iii) the Letter of Credit is set to expire within 60 days and Servicer has not received notice of renewal of the Letter of Credit or an replacement letter of credit acceptable as to form and issuer in the sole discretion of Servicer.
  
- (e) Carrier acknowledges that subject to its right to receive payments under this Agreement, it has no interest in any proceeds of any draw on any Letter of Credit issued for the benefit of Servicer or Member and that upon any valid draw on any Letter of Credit, Servicer or Member shall be entitled to hold the proceeds thereof for payment of the Obligations under the Agreement and apply such proceeds in payment thereof as and when Servicer reasonably deems appropriate, subject to the provisions of Section 7 of this Exposure Protection Schedule. Neither Servicer nor Member shall have any obligation to remit to any Person any excess proceeds of any draw on any Letter of Credit until expiration of the period specified in Section 7 of this Exposure Protection Schedule. In the event of any dispute between Carrier and the issuer of a Letter of Credit or any subrogee thereof, or any other Person with respect to entitlement to any proceeds of a Letter of Credit, Servicer or Member may retain all such proceeds until final resolution of such dispute by a court of competent jurisdiction, subject to the right of Servicer or Member to retain and apply proceeds in payment of the Obligations. In the event that Servicer or Member draws on a Letter of Credit and holds the proceeds thereof at a time when Carrier is conducting normal flight operations, Servicer or Member, at its option, may include such proceeds in its calculation of coverage for the Required Amount and remittances to Carrier may be made in accordance with Section 2 of this Exposure Protection Schedule as if the proceeds were part of the Deposit. Carrier further agrees that at Servicer's option, any excess proceeds of Letter of Credit, as determined by Servicer in good faith after taking into account all obligations of the Carrier to the Secured Parties, may be remitted to the issuer of a Letter of Credit, or if the issuer has been reimbursed in full for all amounts owed to it on account of the draw on the Letter of Credit, to the account party thereof.

## **10. Fare Club Exposure**

- (a) Notwithstanding anything to the contrary contained in the Letters dated on or about February 10, 2010 or June 13, 2011, the "Fare Club Exposure," as determined in accordance with this Section 10 shall be added to the calculation of Gross Exposure at all times; provided, however, the amount of the Fare Club Exposure will only be modified as of the last Business Day of each month.
  
- (b) Within 10 days of the end of each month, Carrier shall provide Servicer with a report of its Fare Club membership sales for the preceding month made through the use of a Card (the "Fare Club Sales Report").
  
- (c) At the conclusion of each six month period, Servicer shall complete a reconciliation between the actual Fare Club Exposure then held and the actual exposure based upon the Fare Club Sales Reports (the "Reconciled Exposure"). The actual exposure for determining the Reconciled Exposure shall be determined by taking the fare club sales for any particular month and reducing such amount by [\*\*\*] of the original monthly sale amount in each month after such sale until the amount reaches zero, with the first [\*\*\*] reduction occurring in the month the fare club sale occurs (the "Exposure Reduction Methodology"). Based upon such reconciliation, the amount of Fare Club Exposure will modified to be equal to the Reconciled Exposure.

(U.S. Transactions)

- (d) During each successive six month period, the Fare Club Exposure will be determined by (i) using the most recent Reconciled Exposure and reducing such amount in each successive month in accordance with the Exposure Reduction Methodology and (ii) adding to the Fare Club Exposure each month an amount equal to the average monthly amount of fare club sales as determined by the most recent six Fare Club Sales Reports, but subtracting from the Fare Club Exposure an amount determined by applying the Exposure Reduction Methodology in succeeding months to the amounts added to the Fare Club Exposure.
- (e) Servicer reserves the right to modify the Fare Club Exposure to the extent that Carrier sells fare club memberships with a term longer than one year. Carrier may request that Servicer adjust the calculation of Fare Club Exposure if at any time more than 40% of the fare club memberships then outstanding, when originally sold, were for terms materially shorter than one year.

## **11. Deposit Upon Termination of the Agreement.**

In the event that any Party gives notice to the other Party of termination of the Agreement or non-renewal, or in the absence of a notice, the Agreement is terminated or a Party attempts to terminate the Agreement, and at such time the Aggregate Protection maintained is less than 100% of Gross Exposure, Servicer may make a reasonable determination based upon historical information with respect to Carrier of Chargebacks and other obligations of Carrier under the Agreement that may arise or be asserted from and after such date ("Projected Exposure"). If the amount of Projected Exposure plus the then applicable Required Amount exceeds the amount of the Aggregate Protection then held or posted, Servicer may, in its sole discretion, demand that Carrier, and Carrier shall upon such demand, immediately remit to Servicer in immediately available funds for Servicer to hold as part of the Aggregate Protection an amount sufficient to cause the amount of the Aggregate Protection to equal Projected Exposure plus the then applicable Required Amount. Upon failure by Carrier to remit such funds by the close of business on the first Business Day after any such demand is made, Servicer in its sole discretion may withhold as Reserved Funds an amount up to [\*\*\*] of amounts otherwise payable to Carrier under Section 6.2 of the MTOS until the amount of the Aggregate Protection is at least equal to Projected Exposure plus the then applicable Required Amount. Servicer may retain the Aggregate Protection pursuant to the provisions of Section 7 of this Exposure Protection Schedule, except that during such period (i) the amount of the Aggregate Protection shall equal Projected Exposure plus the then applicable Required Amount and (ii) payments shall be remitted to Carrier on each Business Day in the amount by which the amount of the Aggregate Protection exceeds the sum of the Projected Exposure and the then applicable Required Amount. Upon and after the occurrence of an event that would cause the Required Amount to increase, even if the same shall occur after termination or non-renewal, the amount of the Aggregate Protection shall not be less than the new Required Amount plus the Projected Exposure. The provisions of Section 3 of this Exposure Protection Schedule with respect to increases to the Aggregate Protection shall apply in any such circumstance.

## **12. Compliance Certificate and Monthly Unrestricted Cash Report**

Carrier shall furnish Servicer, as soon as practicable, and in any event no later than [\*\*\*] days after the end of each fiscal quarter, (i) a compliance certificate in the form attached hereto as Attachment 1, and (ii) the quarterly unaudited consolidating financial statements of Carrier. Carrier shall also, promptly upon Servicer's reasonable request for the same, provide any additional financial information requested by Servicer. The compliance certificate shall be signed by the chief financial officer, controller, or an authorized officer of Carrier reasonably acceptable to Servicer.

As soon as available, and in any event within [\*\*\*] days after the end of each fiscal month, Carrier shall provide Servicer with (i) its unaudited financial statements and (ii) a report, which may be in the form of an electronic mail transmission, of the Cash to Cash Expense Percentage. Upon delivery of each such report, Carrier shall be deemed to have certified to Servicer that all information in such report is true and correct in all material respects as of the date of such report.

(U.S. Transactions)

ATTACHMENT 1 TO  
EXPOSURE PROTECTION SCHEDULE

**QUARTERLY COMPLIANCE CERTIFICATE**

This Compliance Certificate is being submitted pursuant to Section 12 of the Amended and Restated Exposure Protection Schedule to the Signatory Agreement dated as of May 21, 2009 by and among Spirit Airlines, Inc. ("Carrier") and U.S. Bank National Association, as "Member" and "Servicer" (as amended, together with the Master Terms of Service incorporated therein and all Schedules, Exhibits and other attachments to the Signatory Agreement and the Master Terms of Service, this or the "Agreement") for the fiscal quarter ending , 20 . The undersigned, being the [insert title] of Carrier, hereby certifies, with respect to all of the following, and [insert title] of Carrier hereby certifies with respect to paragraphs 6 and 7 below, that, to the best of his/her knowledge after reasonable investigation as of the date of this Certificate, the following information is true and correct and was compiled from the books and records of Carrier, as applicable, in accordance with the terms of the Agreement.

1. [\*\*\*]
2. [\*\*\*]
3. [\*\*\*]
4. [\*\*\*]
5. [\*\*\*]
6. [\*\*\*]

7. The financial statements delivered herewith present fairly the financial condition of Carrier and the same have been prepared in accordance with GAAP, except, with respect to unaudited financial statements, for the absence of footnotes and subject to year-end adjustments.

8. Carrier is in compliance with all statutes and regulations applicable to it, except noncompliance that could not reasonably be expected to have a material adverse effect on the financial condition or business operations of Carrier.

9. All representations and warranties of Carrier in the Agreement and all certifications made by it with respect to the Agreement, and all representations, warranties and certifications made by Carrier with respect to its financial information provided to Servicer, are true and correct in all material respects as of the date hereof, including any representations, warranties or certifications deemed to have been made by Carrier with respect to monthly reports of [\*\*\*].

All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Exposure Protection Schedule to the Agreement.

Dated: ,  
SPIRIT AIRLINES, INC.

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SPIRIT AIRLINES, INC.**  
**SUBSIDIARIES OF THE REGISTRANT**

Name of Subsidiary	Incorporated
Spirit Finance Cayman 1 Ltd	Cayman Islands
Spirit Finance Cayman 2 Ltd	Cayman Islands
Spirit IP Cayman Ltd	Cayman Islands
Spirit Loyalty Cayman Ltd	Cayman Islands

**Exhibit 23.1**

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following Registration Statements:

- (1) Registration Statement (Form S-3 No. 333-252989) of Spirit Airlines, Inc. and the related Prospectus
- (2) Registration Statement (Form S-8 No. 333-206350) pertaining to the 2015 Incentive Award Plan
- (3) Registration Statement (Form S-8 No. 333-174812) pertaining to the Amended and Restated 2005 Incentive Stock Plan and the 2011 Equity Incentive Award Plan of Spirit Airlines, Inc.

of our reports dated February 9, 2024, with respect to the consolidated financial statements of Spirit Airlines, Inc. and the effectiveness of internal control over financial reporting of Spirit Airlines, Inc., included in this Annual Report (Form 10-K) of Spirit Airlines, Inc. for the year ended December 31, 2023.

/s/ Ernst & Young LLP

Miami, Florida  
February 9, 2024

**CERTIFICATION**

I, Edward M. Christie, President and Chief Executive Officer of Spirit Airlines, Inc., certify that:

1. I have reviewed this annual report on Form 10-K for the year ended December 31, 2023, of Spirit Airlines, Inc. (the "Registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as described in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Registrant's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: February 9, 2024

/s/ Edward M. Christie

Edward M. Christie  
President and Chief Executive Officer

**CERTIFICATION**

I, Scott M. Haralson, Executive Vice President and Chief Financial Officer of Spirit Airlines, Inc., certify that:

1. I have reviewed this annual report on Form 10-K for the year ended December 31, 2023, of Spirit Airlines, Inc. (the "Registrant");
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the Registrant as of, and for, the periods presented in this report;
4. The Registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as described in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the Registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the Registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the Registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the Registrant's internal control over financial reporting that occurred during the Company's most recent fiscal quarter (the Registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the Registrant's internal control over financial reporting; and
5. The Registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the Registrant's auditors and the audit committee of the Registrant's board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the Registrant's ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the Registrant's internal control over financial reporting.

Date: February 9, 2024

/s/ Scott M. Haralson

Scott M. Haralson  
Executive Vice President and Chief Financial Officer

**Certifications Pursuant to 18 U.S.C. § 1350 As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. § 1350, adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, each undersigned officer of Spirit Airlines, Inc. (the "Company") hereby certifies, to such officer's knowledge, that:

- (i.) the Annual Report on Form 10-K of the Company for the year ended December 31, 2023 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d), as applicable, of the Securities Exchange Act of 1934, as amended; and
- (ii.) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 9, 2024

/s/ Edward M. Christie

Edward M. Christie  
President and Chief Executive Officer

Date: February 9, 2024

/s/ Scott M. Haralson

Scott M. Haralson  
Executive Vice President and Chief Financial Officer

## SPIRIT AIRLINES, INC.

### Dodd-Frank Clawback Policy

The Board of Directors (the “**Board**”) of Spirit Airlines, Inc., a Delaware corporation (the “**Company**”) believes that it is in the best interests of the Company and its shareholders to adopt this Dodd-Frank Clawback Policy (the “**Policy**”), which provides for the recovery of certain incentive compensation in the event of an Accounting Restatement (as defined below). This Policy is designed to comply with, and shall be interpreted consistent with, Section 10D of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), Rule 10D-1 promulgated under the Exchange Act (“**Rule 10D-1**”) and Section 303A.14 of the New York Stock Exchange Listed Company Manual (the “**Listing Standards**”).

#### **1. Administration**

Except as specifically set forth herein, this Policy shall be administered by the Board or, if so designated by the Board, the Compensation Committee (the Board or the Compensation Committee, the “**Administrator**”). The Administrator is authorized to interpret and construe this Policy and to make all determinations necessary, appropriate, or advisable for the administration of this Policy. Any determinations made by the Administrator shall be final and binding on all affected individuals and need not be uniform with respect to each individual covered by the Policy. In the administration of this Policy, the Administrator is authorized and directed to consult with the full Board or such other committees of the Board as may be necessary or appropriate as to matters within the scope of such other committee’s responsibility and authority. Subject to any limitation at applicable law, the Administrator may authorize and empower any officer or employee of the Company to take any and all actions necessary or appropriate to carry out the purpose and intent of this Policy (other than with respect to any recovery under this Policy involving such officer or employee).

#### **2. Definitions**

As used in this Policy, the following definitions shall apply:

- “**Accounting Restatement**” means an accounting restatement of the Company’s financial statements due to the Company’s material noncompliance with any financial reporting requirement under the securities laws, including any required accounting restatement to correct an error in previously issued financial statements that is material to the previously issued financial statements, or that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.
  - “**Administrator**” has the meaning set forth in Section 1 hereof.
  - “**Applicable Period**” means the three completed fiscal years immediately preceding the date on which the Company is required to prepare an Accounting Restatement, as well as any transition period (that results from a change in the Company’s fiscal year) within or immediately following those three completed fiscal years (except that a transition period that comprises a
-

period of at least nine months shall count as a completed fiscal year). The “**date on which the Company is required to prepare an Accounting Restatement**” is the earlier to occur of (a) the date the Board concludes, or reasonably should have concluded, that the Company is required to prepare an Accounting Restatement, or (b) the date a court, regulator, or other legally authorized body directs the Company to prepare an Accounting Restatement, in each case regardless of if or when the restated financial statements are filed.

- “**Covered Executives**” means the Company’s current and former executive officers, as determined by the Administrator in accordance with the definition of “executive officer” set forth in Rule 10D-1 and the Listing Standards.
- “**Erroneously Awarded Compensation**” has the meaning set forth in Section 5 of this Policy.
- A “**Financial Reporting Measure**” is any measure that is determined and presented in accordance with the accounting principles used in preparing the Company’s financial statements, and any measure that is derived wholly or in part from such measure. Financial Reporting Measures include but are not limited to the following (and any measures derived from the following): Company stock price; total shareholder return (“**TSR**”); revenues; net income; operating income; profitability of one or more reportable segments; financial ratios (e.g., accounts receivable turnover and inventory turnover rates); earnings before interest, taxes, depreciation and amortization (“**EBITDA**”); funds from operations and adjusted funds from operations; liquidity measures (e.g., working capital, operating cash flow); return measures (e.g., return on invested capital, return on assets); earnings measures (e.g., earnings per share); sales per square foot or same store sales, where sales is subject to an Accounting Restatement; revenue per user, or average revenue per user, where revenue is subject to an Accounting Restatement; cost per employee, where cost is subject to an Accounting Restatement; any of such financial reporting measures relative to a peer group, where the Company’s financial reporting measure is subject to an Accounting Restatement; and tax basis income. A Financial Reporting Measure need not be presented within the Company’s financial statements or included in a filing with the Securities Exchange Commission.
- “**Incentive-Based Compensation**” means any compensation that is granted, earned, or vested based wholly or in part upon the attainment of a Financial Reporting Measure. Incentive-Based Compensation is “**received**” for purposes of this Policy in the Company’s fiscal period during which the Financial Reporting Measure specified in the Incentive-Based Compensation award is attained, even if the payment or grant of such Incentive-Based Compensation occurs after the end of that period.

### **3. Covered Executives; Incentive-Based Compensation**

This Policy applies to Incentive-Based Compensation received by a Covered Executive (a) after beginning services as a Covered Executive; (b) if that person served as a Covered Executive at any time during the performance period for such Incentive-Based

Compensation; and (c) while the Company had a listed class of securities on a national securities exchange.

#### **4. Required Recoupment of Erroneously Awarded Compensation in the Event of an Accounting Restatement**

In the event the Company is required to prepare an Accounting Restatement, the Company shall promptly recoup the amount of any Erroneously Awarded Compensation received by any Covered Executive, as calculated pursuant to Section 5 hereof, during the Applicable Period.

#### **5. Erroneously Awarded Compensation: Amount Subject to Recovery**

The amount of “**Erroneously Awarded Compensation**” subject to recovery under the Policy, as determined by the Administrator, is the amount of Incentive-Based Compensation received by the Covered Executive that exceeds the amount of Incentive-Based Compensation that would have been received by the Covered Executive had it been determined based on the restated amounts.

Erroneously Awarded Compensation shall be computed by the Administrator without regard to any taxes paid by the Covered Executive in respect of the Erroneously Awarded Compensation.

By way of example, with respect to any compensation plans or programs that take into account Incentive-Based Compensation, the amount of Erroneously Awarded Compensation subject to recovery hereunder includes, but is not limited to, the amount contributed to any notional account based on Erroneously Awarded Compensation and any earnings accrued to date on that notional amount.

For Incentive-Based Compensation based on stock price or TSR: (a) the Administrator shall determine the amount of Erroneously Awarded Compensation based on a reasonable estimate of the effect of the Accounting Restatement on the stock price or TSR upon which the Incentive-Based Compensation was received; and (b) the Company shall maintain documentation of the determination of that reasonable estimate and provide such documentation to the New York Stock Exchange (the “NYSE”).

#### **6. Method of Recoupment**

The Administrator shall determine, in its sole discretion, the timing and method for promptly recouping Erroneously Awarded Compensation hereunder, which may include, without limitation (a) seeking reimbursement of all or part of any cash or equity-based award, (b) cancelling prior cash or equity-based awards, whether vested or unvested or paid or unpaid, (c) canceling or offsetting against any planned future cash or equity-based awards, (d) forfeiture of deferred compensation, subject to compliance with Section 409A of the Internal Revenue Code and the regulations promulgated thereunder, and (e) any other method authorized by applicable law or contract. Subject to compliance with any applicable law, the Administrator may affect recovery under this Policy from any amount otherwise payable to the Covered Executive, including amounts payable to such individual under any otherwise applicable Company plan or program, including base salary, bonuses or commissions and compensation previously deferred by the Covered Executive.

The Company is authorized and directed pursuant to this Policy to recoup Erroneously Awarded Compensation in compliance with this Policy unless the Compensation Committee of the Board has determined that recovery would be impracticable solely for the following limited reasons, and subject to the following procedural and disclosure requirements:

- The direct expense paid to a third party to assist in enforcing the Policy would exceed the amount to be recovered. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on expense of enforcement, the Administrator must make a reasonable attempt to recover such erroneously awarded compensation, document such reasonable attempt(s) to recover, and provide that documentation to the NYSE;
- Recovery would violate home country law of the issuer where that law was adopted prior to November 28, 2022. Before concluding that it would be impracticable to recover any amount of Erroneously Awarded Compensation based on violation of home country law of the issuer, the Administrator must satisfy the applicable opinion and disclosure requirements of Rule 10D-1 and the Listing Standards; or
- Recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. 401(a)(13) or 26 U.S.C. 411(a) and regulations thereunder.

## **7. No Indemnification of Covered Executives**

Notwithstanding the terms of any indemnification or insurance policy or any contractual arrangement with any Covered Executive that may be interpreted to the contrary, the Company shall not indemnify any Covered Executives against the loss of any Erroneously Awarded Compensation, including any payment or reimbursement for the cost of third-party insurance purchased by any Covered Executives to fund potential clawback obligations under this Policy.

## **8. Administrator Indemnification**

Any members of the Administrator, and any other members of the Board who assist in the administration of this Policy, shall not be personally liable for any action, determination or interpretation made with respect to this Policy and shall be fully indemnified by the Company to the fullest extent under applicable law and Company policy with respect to any such action, determination or interpretation. The foregoing sentence shall not limit any other rights to indemnification of the members of the Board under applicable law or Company policy.

## **9. Effective Date; Retroactive Application**

This Policy shall be effective as of October 2, 2023 (the “**Effective Date**”). The terms of this Policy shall apply to any Incentive-Based Compensation that is “**received**” by Covered Executives on or after the Effective Date, even if such Incentive-Based Compensation was approved, awarded, granted or paid to Covered Executives prior to the Effective Date. Without limiting the generality of Section 6 hereof, and subject to

applicable law, the Administrator may affect recovery under this Policy from any amount of compensation approved, awarded, granted, payable or paid to the Covered Executive prior to, on or after the Effective Date.

#### **10. Amendment; Termination**

The Board may amend, modify, supplement, rescind or replace all or any portion of this Policy at any time and from time to time in its discretion, and shall amend this Policy as it deems necessary to comply with applicable law or any rules or standards adopted by a national securities exchange on which the Company's securities are listed.

#### **11. Other Recoupment Rights; Company Claims**

The Board intends that this Policy shall be applied to the fullest extent of the law. Any right of recoupment under this Policy is in addition to, and not in lieu of, any other remedies or rights of recoupment that may be available to the Company under applicable law or pursuant to the terms of any similar policy in any employment agreement, equity incentive plan, equity award agreement or other similar plan, program or agreement, and any other legal remedies available to the Company.

Nothing contained in this Policy, and no recoupment or recovery as contemplated by this Policy, shall limit any claims, damages or other legal remedies the Company or any of its affiliates may have against a Covered Executive arising out of or resulting from any actions or omissions by the Covered Executive.

#### **12. Successors**

This Policy shall be binding and enforceable against all Covered Executives and their beneficiaries, heirs, executors, administrators or other legal representatives.

#### **13. Exhibit Filing Requirement**

A copy of this Policy and any amendments thereto shall be posted on the Company's website and filed as an exhibit to the Company's annual report on Form 10-K.

### **Dodd-Frank Clawback Policy Acknowledgment**

I, the undersigned, agree and acknowledge that I am fully bound by, and subject to, all of the terms and conditions of the Spirit Airline's, Inc. Dodd-Frank Clawback Policy, effective as of October 2, 2023 (as may be amended, restated, supplemented or otherwise modified from time to time, the "**Policy**"). In the event of any inconsistency between the Policy and the terms of any employment agreement to which I am a party, or the terms of any compensation plan, program or agreement under which any compensation has been granted, awarded, earned or paid, the terms of the Policy shall govern. In the event it is determined by the Administrator that any amounts granted, awarded, earned or paid to me must be forfeited or reimbursed to the Company, I will promptly take any action necessary to effectuate such forfeiture and/or reimbursement. Any capitalized terms used in this Acknowledgment without definition shall have the meaning set forth in the Policy.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
[Name] \_\_\_\_\_  
[Title]

*[Dodd-Frank Clawback Policy Acknowledgment]*