LETTER OF AGREEMENT

BETWEEN

SPIRIT AIRLINES, INC.

AND

THE FLIGHT ATTENDANTS

IN THE SERVICE OF

SPIRIT AIRLINES, LLC

AS REPRESENTED BY

## ASSOCIATION OF FLIGHT ATTENDANTS - CWA, AFL-CIO

This Letter of Agreement is made and entered into in accordance with the Railway Labor Act by and between Spirit Airlines, LLC (the "Company") and the Association of Flight Attendants – CWA, AFL-CIO (the "Union").

Whereas, the Company filed for Chapter 11 Bankruptcy protection on November 18, 2024, and again on August 29, 2025; and

Whereas, the parties have negotiated an Agreement in Principle ("AIP") for certain amendments to the April 14, 2023 Flight Attendant Agreement ("CBA") that are subject to ratification by the Spirit Airlines Flight Attendants.

NOW, THEREFORE, the parties to this Letter of Agreement ("LOA") agree to the following amendments to the CBA to become effective January 1, 2026, except where alternative dates are listed:

- Section 3.G Overtime Incentive Pay for credited hours exceeding eighty-five (85) is reduced from
   times the Flight Attendant's hourly rate to 1.0 times the Flight Attendant's hourly rate.
- 2. Section 3.A.2.a.ii. Pairing Guarantee for multi day trips is reduced from four and one-half hours (4:30) to four hours (4:00) per duty period for the entire trip for multi day trips.

- 3. Section 3.A.2.a.iv. Pairing Guarantee is reduced so that a Flight Attendant shall be credited for pay purposes with one additional duty period at four hours (4:00) instead of four and one-half hours (4:30) for each scheduled away-from-domicile layover that exceeds a continuous 24-hour period, instead of a continuous 22-hour period.
- 4. Section 3.M. Ground Holding Pay is eliminated.
- 5. Section 3.O Holiday Day Pay and the 2024 TAJ Holiday Pay MOU multiplier currently paid at two hundred percent (200%) of the greater of actual or scheduled credit time is reduced to one hundred fifty percent (150%).
- Section 4.D.2. Per Diem hourly rate will not exceed \$2.99, regardless of the prevailing Consumer
   Price Index per 4.D.2.
- 7. Section 8.H.5. Lead-in Conflicts is amended such that all Day Off Restoration (MDD/MDO) is unpaid. The MDD code will continue to be used to provide days off for a trip or reserve day drop but will no longer retain pay protection and the MDO code will no longer be used.
- Section 26 Duration is extended for an additional two-year term measured from January 1, 2026

   (i.e., the CBA as amended by this LOA shall continue in full force and effect until January 1,

   2028).
- 9. On August 1, 2028, Section 3.G. Overtime Incentive Pay will be increased from 1.0 times the Flight Attendant's hourly rate to 1.25 times the Flight Attendant's hourly rate, and the eighty-five (85) credited hour threshold for Section 3.G. Overtime Incentive Pay will be increased to ninety-five (95) credited hours.
- 10. On January 1, 2029, Section 3.G. Overtime Incentive Pay will be fully restored to its original terms as set forth in the April 14, 2023 CBA from that date going forward.
- 11. On July 1, 2029, the sections of the CBA amended pursuant to Paragraphs 2-7 of this LOA will revert to their original terms as set forth in the April 14, 2023 CBA from that date going forward.

- 12. The Company represents that it will ensure that the \$100 million in annualized labor cost reductions presented in its September 17, 2025 business plan are shared by other Spirit employees; it being understood that the value of the modifications agreed to by AFA-CWA are less than \$100 million annually. For the avoidance of doubt, the savings attributable to furloughs or other reductions in force shall not be considered in determining the value of concessions attributable to any employee group.
- 13. The Company will not award any form of compensation to any management or non-Flight

  Attendant employee specifically as a result of the successful completion of the negotiation of
  this LOA amending the CBA. Any value derived from concessions granted in this LOA amending
  the CBA may not be specifically considered or used in any way to calculate or modify the
  compensation of any management or non-Flight Attendant employee.
- 14. Except as modified or amended above, all provisions of the CBA remain in full force and effect.
- 15. This LOA is subject to the ratification approval of the Spirit Flight Attendants. If this LOA is ratified by the Spirit Flight Attendants, the effective date of this LOA amending the CBA will be January 1, 2026.