

# Section 1: 10-Q/A (10-Q/A)

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

**Form 10-Q/A**  
(Amendment No. 1)

(Mark One)

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

For the quarterly period ended March 31, 2018

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 Number: 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  
(Address of principal executive offices)

33025  
(Zip Code)

(954) 447-7920  
(Registrant's telephone number, including area code)

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 check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post 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," "small reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input type="checkbox"/>
(Do not check if a smaller reporting company)		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 7(a)(2)(B) of the Securities Act.

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

Indicate the number of shares outstanding of each of the registrant's classes of common stock as of the close of business on April 19, 2018:

<b>Class</b>	<b>Number of Shares</b>
Common Stock, \$0.0001 par value	68,250,665

## EXPLANATORY NOTE

Spirit Airlines Inc. (the “Company”) is filing this Amendment No. 1 on Form 10-Q/A (this “Amendment”) to amend its Quarterly Report on Form 10-Q for the period ended March 31, 2018 (the “Form 10-Q”), originally filed with the Securities and Exchange Commission (the “SEC”) on April 26, 2018. The purpose of this Amendment is to refile Exhibit 10.3, which was originally filed with the Form 10-Q, to conform such exhibit to respond to comments received from the staff of the SEC on the confidential treatment request filed by the Company with respect to Exhibit 10.3. No revisions are being made to the Company’s financial statements. This Amendment speaks as of the original filing date and does not reflect events occurring after the filing of the Form 10-Q or modify or update those disclosures that may be affected by subsequent events, and no other changes are being made to any other disclosure contained in the Form 10-Q.

This Amendment is an exhibit-only filing in response to comments received from the staff of the SEC regarding a request for confidential treatment of certain portions of Exhibit 10.3 originally filed with the Form 10-Q. Except for the changes to Exhibit 10.3, this Amendment does not otherwise update any exhibits as originally filed or previously amended.

In addition, as required by Rule 12b-15 under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), new certifications by the Company’s principal executive officer and principal financial officer are filed herewith as exhibits to this Amendment pursuant to Rule 13a-14(a) of the Exchange Act. The Company is not including certifications pursuant to Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. 1350) as no financial statements are being filed with this Amendment.

Exhibit Number	Description of Exhibits
10.1†*	<a href="#"><u>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.</u></a>
10.2+*	<a href="#"><u>Letter Agreement, effective January 1, 2018, by and between Spirit Airlines, Inc. and Edward M. Christie III.</u></a>
10.3†	<a href="#"><u>Amendment No. 26 to Navitaire Hosted Services Agreement, effective as of February 1, 2018, by and between Navitaire LLC and Spirit Airlines, Inc.</u></a>
31.1	<a href="#"><u>Certification of the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u></a>
31.2	<a href="#"><u>Certification of the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u></a>
32.1**	<a href="#"><u>Certification of the Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u></a>
32.2**	<a href="#"><u>Certification of the Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u></a>
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.LAB*	XBRL Taxonomy Extension Label Linkbase
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase

† Confidential treatment has been requested for portions of this exhibit. The redacted information has been filed separately with the SEC.

+ Indicates a management contract or compensatory plan or arrangement.

\* Previously filed with our Quarterly Report on Form 10-Q for the period ended March 31, 2018, filed on April 26, 2018.

\*\* Previously furnished with our Quarterly Report on Form 10-Q for the period ended March 31, 2018, filed on April 26, 2018.

## SIGNATURE

Pursuant to the requirements 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.

SPIRIT AIRLINES, INC.

Date: June 12, 2018

By: \_\_\_\_\_ /s/ Edward M. Christie

Edward M. Christie  
President and  
Chief Financial Officer

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## Section 2: EX-10.3 (NAVITAIRE HOSTED SERVICES AGREEMENT)

Exhibit 10.3

THE USE OF THE FOLLOWING NOTATION IN THIS EXHIBIT INDICATES THAT THE CONFIDENTIAL PORTION HAS BEEN OMITTED PURSUANT TO A REQUEST FOR CONFIDENTIAL TREATMENT AND THE OMITTED MATERIAL HAS BEEN FILED SEPARATELY WITH THE SECURITIES AND EXCHANGE COMMISSION: [###]

### AMENDMENT NO. 26 TO NAVITAIRE HOSTED SERVICES AGREEMENT

This Amendment No. 26 to the Navitaire Hosted Services Agreement (this "Amendment"), effective as of February 1, 2018 (the "Effective Date"), is entered into by and between Navitaire LLC, a Delaware limited liability company ("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 (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 Update References to NAVITAIRE.** All references within the Agreement to "NAVITAIRE" are hereby replaced with "Navitaire".
- 2 **Amendment to Recitals,** as follows:

The Recitals are hereby deleted in their entirety and replaced with the following:

#### Recitals

- A. Navitaire, wholly owned by Amadeus IT Group, S.A., 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:

**3 Amendment to Main Terms and Conditions**, as follows:

**a) Term (Replaced).** Section 5.1, Term, is hereby deleted in its entirety and replaced with the following:

**5.1 Term.** Unless otherwise terminated earlier under this Section 5, this Agreement shall commence on June 1, 2008 and continue through January 31, 2028 (the "Initial Term"). 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 sixty (60) calendar days prior to the end of the Initial Term 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 reasonable increase in Service Fees at least ninety (90) calendar days prior to the end of the then current term, but otherwise the terms hereof and the Monthly

Minimum Segment Guarantees applicable for the last year of the Initial Term shall likewise apply to each renewal term.

- b) Price and Payment (Updated).** The first sentence in Section 6.1 (Price and Payment) is hereby modified to replace the reference to 'Exhibit A, Section 8, Exhibit B, Section 9, Exhibit F, Section 10, Exhibit G, Section 9, Exhibit H, Section 9 and Exhibit I, Section 7' with "Exhibit K".
- c) Payment Terms (Updated).** The third sentence in Section 6.3 (Payment Terms) is hereby modified to replace the reference to 'Exhibits A, B, F, G, H and I' with "Exhibit K",
- d) Service Fees (Replaced).** Section 6.4.1, Service Fees, is hereby deleted in its entirety and replaced with the following:
- 6.4.1 Service Fees.** The Service Fees identified in Exhibit K shall be adjusted annually on [###] of each year to account for inflation. [###].
- e) Fee Adjustment (Updated).** Section 6.4, Fee Adjustment, is hereby modified as follows:
- 1) the first sentence in Section 6.4.2 is hereby modified to replace the reference to 'Exhibits A, B, F, G, H and J' with "Exhibit K"; and
  - 2) the second sentence in Section 6.4.2 is hereby modified to replace the reference to 'Exhibits A, B, F, G, H and J' with "Exhibit K".
- f) Support Fees (Updated).** The first sentence in Section 6.4.3 (Support Fees) is hereby modified to replace the reference to 'Exhibits A, B, F, G, H and J' with "Exhibit K".
- g) Indemnification (Replaced).** Section 8.2. is hereby deleted in its entirety and replaced with the following:
- 8.2** Except for claims covered by Section 8.1 or claims resulting from Navitaire's negligence or willful misconduct, Customer agrees to defend, 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.
- h) Confidential Information (Updated).** The title of Section 9, Confidential Information, is hereby modified to read "Confidential Information and Privacy"
- i) Privacy of Information (Replaced).** Section 9.6, Privacy of Information, is hereby deleted in its entirety and replaced with the following:
- 9.6 Privacy of Customer Personal Data.** Navitaire shall protect Customer Personal Data during performance of the Services in accordance with laws to which Navitaire is subject as a service provider or data processor. Navitaire and Customer shall comply with their respective obligations in the Data Protection Procedures Schedule attached hereto as Exhibit J and Navitaire shall cause each of its subcontractors that have access to Customer Personal Data to comply with the same where applicable.
- j) Disclaimers and Limitations (Updated).** Section 10.1 is hereby deleted in its entirety and replaced with the following:.
- 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 [###], PROVIDED, HOWEVER, THAT THE FOREGOING LIMIT WILL NOT APPLY TO LIABILITIES ARISING UNDER SECTION 8, [###], OR WILLFUL MISCONDUCT;

**k) Force Majeure (Updated).** The second sentence in Section 15 (Force Majeure) is hereby modified to delete the reference to “Global Watch Program” (Accenture LLP program which functions as an advisor for the safety of its people)’ and remove it from the Agreement.

**l) Exhibits (Replaced).** Section 19.6, Exhibits, is hereby deleted in its entirety and replaced with the following:

**19.6 Exhibits.** The Exhibits attached and listed below are part of this Agreement:

- Exhibit A: Hosted Reservation Services
- Exhibit B: Intentionally Left Blank - Hosted Revenue Management Services – SkyPrice
- Exhibit C: Navitaire Contacts
- Exhibit D: Customer Contacts
- Exhibit E: Powered by Navitaire® Mark
- Exhibit F: Intentionally Left Blank - Hosted Web Services
- Exhibit G: Hosted Revenue Accounting Services
- Exhibit H: Work Order Terms and Form
- Exhibit I: Hosting Services for NPS Custom Solutions
- Exhibit J: Procedures for the Protection of Customer Personal Data
- Exhibit K: Price and Payment

**m) Third Party Procurement (Replaced).** Section 19.7, Third Party Procurement, is hereby deleted in its entirety and replaced with the following:

**19.7 Third Party Procurement.** Navitaire has a number of relationships with third party vendors for products and services made available to users of the Navitaire suite. Navitaire utilizes these third party vendors in order to provide a comprehensive offering for the benefit of the customer base. In some cases, Navitaire may receive compensation from these third party vendors.

**4 Amendment to Exhibit A - Hosted Reservation Services, as follows:**

**a) Scope of Services (Replaced).** Section 2, Scope of Services, is hereby deleted in its entirety and replaced with the following:

**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 selected the products and/or services outlined in Exhibit K.

**b) Support Rate (Updated).** The first sentence of Section 5.3 (Support Rate) of Exhibit A is hereby modified to replace the reference to ‘Exhibit A, Section 8.3’ with “Exhibit K”.

**c) Emergency (Updated).** The second sentence of Section 5.4.1 (Emergency) of Exhibit A is hereby modified to replace the reference to ‘Exhibit A, Section 8.3’ with “Exhibit K”.

**d) Request Reporting (Updated).** The first sentence of the last paragraph of Section 5.4.3 (Request Reporting) of Exhibit A is hereby modified to replace the reference to ‘Exhibit A, Section 8.3’ with “Exhibit K”.



- e) **Functionality (Updated).** The introductory paragraph found at Section 6, New Skies by Navitaire Functionality Included in Hosted Reservation Services, is hereby deleted in its entirety and replaced with the following:

The following tables itemize the base and optional functionality and features available as of the Effective Date of this Agreement. The actual optional functionality to be provided under this Agreement is as identified in Exhibit K. This functionality list may be modified or expanded in the future based upon new releases, provided that no material functionality will be eliminated unless mutually agreed with Customer and Navitaire.

- f) **Functionality (Replaced).** The 'Secure Flight' functionality rows are hereby deleted in their entirety from the table found at Section 6, New Skies by Navitaire Functionality Included in Hosted Reservation Services, and replaced with the following:

**Message Facilitation for Secure Flight**

**General Features – Message Facilitation for Secure Flight**

Secure Flight is an interactive data collection system used by carriers to transmit traveler data to government entities for United States domestic flights, flights to/from the United States and flights that qualify as United States overflights as identified by Customer. The Message Facilitation for Secure Flight facilitates the collection of the data required by Customer with respect to its regulatory requirements. While each government entity has specific data and transport requirements, in general the system provides a mechanism for Customer to:

**Boarding Pass**

- Collect traveler passport data at the time of booking or at the time of check-in for travel to or from outside the US.
- Format the data for transmission, including passenger redress number and known traveler number if provided by passenger and traveler passport data for international flights.
- Transmit the data during the transmission timeframe (e.g., 72 hours prior to departure) to the connectivity provider (e.g. SITA/ARINC) for the delivery of the traveler data to the United States Department of Homeland Security (US-DHS) by the connectivity provider, as directed by Customer.
- Receive US-DHS passenger status response messages and store the passenger status response from the US-DHS with passenger's PNR.
- Display the passenger status response and based upon the US-DHS passenger status response:
  - Print boarding pass for passengers identified as cleared by US-DHS.
  - Configure selectee data for boarding pass and bag tag for passengers identified as selectees by US-DHS.
  - Do not print boarding pass for passengers identified as inhibited by US-DHS.

**Gate Pass Holder**

- Collect gate pass holder data via SkyPort. The gate pass is a document issued within the US to non-travelers, allowing them entry through airport security to a sterile area normally reserved for passengers.
- Format the gate pass holder data for transmission.
- Transmit to the connectivity provider (e.g. SITA/ARINC) for the delivery of the gate pass holder data to the United States Department of Homeland Security (US-DHS) by the connectivity provider, as directed by Customer.
- Display gate pass response message from the US-DHS.
- Generate a gate pass for a cleared response.

**Unsolicited Messages**

- Receive US-DHS unsolicited messages.
- Format acknowledgement response to unsolicited messages.
- Transmit acknowledgement response for unsolicited response to the connectivity provider (e.g. SITA/ARINC as directed by Customer) for the delivery of the acknowledgement response to the United States Department of Homeland Security (US-DHS) by the connectivity provider, as directed by Customer.
- Store updates to passenger status from the US-DHS with passenger's PNR.

**Flight Close Out**

- Format Flight Close Out / On Board message.
- Transmit Flight Close Out / On Board message to the third party network transport provider (e.g. SITA/ARINC) for the delivery of the gate pass holder data to the United States Department of Homeland Security (US-DHS) by the network transport provider, as directed by Customer.

**Note:** The foregoing functionality is dependent upon multiple third party connections as contemplated by Section 4.12 of the Agreement. The parties will agree and document in Exhibit K the Connectivity Option selected by Customer.

**General Features – TSA PreCheck Facilitation**

TSA PreCheck Facilitation is an optional feature within Secure Flight that facilitates the operation of TSA Pre✓® when Customer has engaged the use of such program with the U.S. Government. In the event that: (i) Customer has requested this feature from the TSA; (ii) Secure Flight has been procured by Customer under the Agreement; and (iii) Customer has taken the appropriate actions with the U.S. Government, the additional functionality is as follows:

- Configure TSA Pre✓® data for boarding pass(es) for passengers identified as TSA Pre✓® by US-DHS.

**Limitations and Exclusions**

- Transmission of crew data is not supported.
- XML message formats are not supported.
- Flights which are domestic to domestic outside of the United States are not supported (e.g. ORY to NCE), with the exception of overflights identified by Customer.
- The ability to collect, store, and include passenger redress number and known traveler number is not currently available if the transaction is received by Navitaire via IATCI messaging.
- Certification with connectivity provider is the responsibility of Customer.
- Secure Flight functionality is only available for flights for which Customer utilizes New Skies check-in functions. Secure Flight functionality is not available for flights managed via a third party DCS.
- Navitaire will provide Customer with an initial sample format for these messages during implementation. Any applicable fees in connection with any modifications to the message format made whether during implementation or thereafter will be charged to Customer on a time and materials basis.



g) **Functionality (Added).** The following is hereby added to the end of the table located at Section 6, New Skies by Navitaire Functionality Included in Hosted Reservation Services:

<b>FTP Connectivity for Operational Messages</b>
<b>General Features – FTP Connectivity for Operational Messages – Outbound Messaging</b>
[###]
<b>General Features – FTP Connectivity for Operational Messages – Inbound Messaging</b>
[###]
<b>Limitations and Restrictions</b>
[###]
<b>Type B/Teletype Connectivity for Operational Messages</b>
<b>General Features – Type B/Teletype Connectivity for Operational Messages</b>
[###]
<b>Customer Value and Recognition</b>
<b>General Features – Customer Value and Recognition</b>
[###]
<b>Limitations and Exclusions</b>
[###]
<b>Seating Plus</b>
<b>General Features – Seating Plus</b>
• The functionality description shall be added via an amendment prior to Customer’s use of the Seating Plus functionality.
<b>dotREZ API</b>
<b>General Features – dotREZ API</b>
[###]

h) **Fee Schedule (Updated).** Section 8, Fee Schedule, is hereby deleted in its entirety and replaced as follows:

8 **Fee Schedule.** The actual fees under this Agreement are as identified in Exhibit K, Price and Payment.

5 **Amendment to Exhibit E – Powered by Navitaire® Mark,** as follows:

**The Mark (Replaced).** The sample Mark provided in Section 7, The Mark, is hereby deleted in its entirety and replaced with the following:



6 **Amendment to Exhibit G, Hosted Revenue Accounting Services,** as follows:

a) **Scope of Services (Replaced).** Section 2, Scope of Services, is hereby deleted in its entirety and replaced with the following:

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. Of the available Hosted Revenue Accounting Services, Customer has selected the products and/or services outlined in Exhibit K. The Hosted Services System infrastructure capacity will be established and configured for Customer’s operations based on flight Segment volume estimates provided by Customer.



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.

- b) **Support Rate (Updated).** The first sentence of Section 5.3 (Support Rate) of Exhibit G is hereby modified to replace the reference to 'Section 9.3 of this Exhibit' with "Exhibit K".
- c) **Emergency (Updated).** The first sentence of the paragraph following the 'Note:' in Section 5.4.1 (Emergency) of Exhibit G is hereby modified to replace the reference to 'this Exhibit, Section 9.3' with "Exhibit K".
- d) **Request Reporting (Updated).** The first sentence of the last paragraph of Section 5.4.3 (Request Reporting) of Exhibit G is hereby modified to replace the reference to 'Section 9.3 of this Exhibit' with "Exhibit K",
- e) **Functionality (Updated).** The introductory paragraph found at Section 7, Hosted Revenue Accounting Service Functionality, is hereby deleted in its entirety and replaced with the following:

The table below itemizes the base and optional functionality and features in available as of the Effective Date of the Agreement. The actual optional functionality to be provided under this Agreement is as identified in Exhibit K. This list may be expanded or modified in the future based upon new releases.

- f) **Fee Schedule (Updated).** Section 9, Fee Schedule, is hereby deleted in its entirety and replaced as follows:

**9 Fee Schedule.** The actual fees under this Agreement are as identified in Exhibit K, Price and Payment.

**7 Amendment to Exhibit I, Hosting Services for NPS Custom Solutions,** as follows:

- a) **Included Features (Updated).** The first sentence of Section 3 (Included Features) sub-item b) of Exhibit I is hereby modified to replace the reference to 'Section 8.3, Support Fees, of Exhibit A of the Agreement' with "Exhibit K".
- b) **Support Services (Updated).** The first sentence of the third paragraph of Section 5 (Support Services) of Exhibit I is hereby modified to replace the reference to 'Exhibit A, Section 8.3 and/or 8.5' replaced with "Exhibit K".
- c) **Fee Schedule (Updated).** Section 7, Fee Schedule, is hereby deleted in its entirety and replaced as follows:

**7 Fee Schedule.** The actual fees under this Agreement are as identified in Exhibit K, Price and Payment.

**8 Addition of New Exhibit J, Procedures for the Protection of Customer Personal Data,** as follows:

**Exhibit J (Added).** Exhibit J, Procedures for the Protection of Customer Personal Data, is hereby added to the Agreement in alphabetical order, as attached hereto as Appendix 1 to this Amendment.

**9 Addition of New Exhibit K, Price and Payment,** as follows:

**Exhibit K (Added).** Exhibit K, Price and Payment, is hereby added to the Agreement in alphabetical order, as attached hereto as Appendix 2 to this Amendment.

- 10 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.
- 11 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.
- 12 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.
- 13 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 day and year first above written.

NAVITAIRE LLC

SPIRIT AIRLINES, INC.

Signature: Rocky B. Wiggins

Signature: Gordon Evans

Printed Name: Rocky B. Wiggins

Printed Name: Gordon Evans

Title: CIO

Title: VP

Date: 3/2/18

Date: 3/5/2018

## APPENDIX 1

### EXHIBIT J

## PROCEDURES FOR THE PROTECTION OF CUSTOMER PERSONAL DATA

These Data Protection Procedures ("Procedures") set forth the security protocols that Customer and Navitaire will follow with respect to maintaining the security and privacy of Customer Personal Data in connection with the Agreement.

### 1 General

In the event of a conflict or inconsistency between the terms of these Procedures with the terms of the Agreement, the terms of the Procedures shall govern. Capitalized terms used herein, but not defined shall have the meanings ascribed to them in the Agreement.

### 2 Security Policy

Navitaire will maintain globally applicable policies, standards, and procedures intended to protect Navitaire and Customer data. [###].

Navitaire will provide summaries of these policies upon Customer's request.

### 3 Global Access

Subject to the controls below, Navitaire may access the Customer Personal Data from locations other than the facility where the Customer Personal Data is stored, unless otherwise mutually agreed by the Parties.





**4 Organizing Information Security**

**4.1 Accountability**

The following executives from the Customer and Navitaire shall be responsible for confirming the implementation of and ongoing compliance with these Procedures. Any notices under these Procedures or the Agreement regarding the Customer Personal Data obligations of each party should be as follows: communications regarding the day-to-day obligations should be communicated in writing via e-mail or other written notice to each of the Data Protection Executives and communications regarding any changes to the terms of these Procedures (including any Attachments) or the terms of each Party's Customer Personal Data obligations under the Agreement should be directed as required under the notice provisions of the Agreement with copies provided to the Data Protection Executives.

- Customer Data Protection Executive: James Nolin, Senior Director Infrastructure
- Navitaire Data Protection Executive: Gordy Evans, Vice President Commercial

The Data Protection Executives intend to jointly review these Procedures at a minimum on an annual basis to identify if any changes are necessary. Each party will promptly notify the other party of any suggested changes to the application of agreed upon Procedures or other general concerns about potential gaps in the information security environment.

Any material changes to these Procedures must go through the amendment process as set forth in the Agreement.

**4.2 Controls**

Control		Responsible Parties	
		Navitaire	Customer
<b>1.0</b>	<b>Human Resources Security</b>		
<b>1.1</b>	<b>Training</b>		
1.1.1	[###]	[###]	[###]
1.1.2	[###]	[###]	[###]
<b>2.0</b>	<b>Physical and Environmental Security</b>		
<b>2.1</b>	<b>Physical Security</b>		
2.1.1	[###]	[###]	[###]
2.1.2	[###]	[###]	[###]
<b>3.0</b>	<b>Communications and Operations Management</b>		
<b>3.1</b>	<b>Network Security Management</b>		
3.1.1	[###]	[###]	[###]
3.1.2	[###]	[###]	[###]
3.1.3	[###]	[###]	[###]
3.1.4	[###]	[###]	[###]
3.1.5	[###]	[###]	[###]
3.1.6	[###]	[###]	[###]
<b>3.2</b>	<b>Virtual Private Networks ("VPN"). When remote connectivity to the Navitaire network is required for Processing of Customer Personal Data and site to site VPN has been agreed upon, both parties shall deploy VPN servers with the following or similar capabilities:</b>		
3.2.1	[###]	[###]	[###]
3.2.2	[###]	[###]	[###]
<b>3.3</b>	<b>Secure Socket Layer ("SSL").</b>		
3.3.1	[###]	[###]	[###]
<b>3.4</b>	<b>When transferring Customer Personal Data:</b>		
3.4.1	[###]	[###]	[###]



Control		Responsible Parties			
		3.5.1	[###]	[###]	[###]
<b>3.6</b>	<b>Data Disposal</b>				
3.6.1	[###]	[###]	[###]		
3.6.2	[###]	[###]	[###]		
3.6.3	[###]	[###]	[###]		
<b>3.7</b>	<b>Third Party Service Delivery Management</b>				
3.7.1	[###]	[###]	[###]		
3.7.2	[###]	[###]	[###]		
<b>4.0</b>	<b>Access Control</b>				
<b>4.1</b>	<b>User Access Management</b>				
4.1.1	[###]	[###]	[###]		
4.1.2	[###]	[###]	[###]		
4.1.3	[###]	[###]	[###]		
4.1.4	[###]	[###]	[###]		
4.1.5	[###]	[###]	[###]		
4.1.6	[###]	[###]	[###]		
4.1.7	[###]	[###]	[###]		
<b>4.2</b>	<b>Password Management</b>				
4.2.1	[###]	[###]	[###]		
4.2.2	[###]	[###]	[###]		
<b>4.3</b>	<b>Encryption</b>				
4.3.1	[###]	[###]	[###]		
4.3.2	[###]	[###]	[###]		
<b>5.0</b>	<b>Information Security Incident Management</b>				
<b>5.1</b>	<b>Security Incident Reporting</b>				
5.1.1	[###]	[###]	[###]		
<b>6.0</b>	<b>Compliance</b>				
<b>6.1</b>	<b>Compliance with Legal Requirements</b>				
6.1.1	[###]	[###]	[###]		
6.1.2	[###]	[###]	[###]		
	[###]	[###]	[###]		

## APPENDIX 2

### EXHIBIT K

## PRICE AND PAYMENT

### 1 Fee Schedule

All fees in this Exhibit are specified in USD.

#### 1.1 Service Fees

##### 1.1.1 Monthly Recurring Service Fees – Core Services:

Monthly Passenger Boarded Tier	Hosted Services Bundle	Disaster Recovery
	Per Passenger Boarded	Per Passenger Boarded
[###] monthly passengers boarded	[###] per passenger boarded	[###] per passenger boarded
[###] monthly passengers boarded	[###] per passenger boarded	[###] per passenger boarded
[###] monthly passengers boarded	[###] per passenger boarded	[###] per passenger boarded
[###] monthly passengers boarded	[###] per passenger boarded	[###] per passenger boarded
[###] and higher monthly passengers boarded	[###] per passenger boarded	[###] per passenger boarded

The Hosted Services Bundle consists of:

- Hosted Reservation Services (New Skies base functionality);
  - GoNow – Agent;
  - Type B / Teletype Connectivity for Operational Messages;
  - FTP Connectivity for Operational Messages;
  - Data Store Workbench;
  - TSA PreCheck Facilitation;
  - Message facilitation for Accertify Fraud Prevention; and
  - SkyLedger.
- a) **Minimum Guarantee of Passengers Boarded.** Customer agrees to guarantee and pay as a monthly minimum 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:



Year	Monthly Minimum Guarantees (subject to the Seasonality Allocation Schedule described below)	Annual Minimum Guarantees
	Passengers Boarded	Passengers Boarded
[###]	[###]	[###]
[###]	[###]	[###]
[###]	[###]	[###]
[###]	[###]	[###]
[###]	[###]	[###]
[###]	[###]	[###]
[###]	[###]	[###]
[###]	[###]	[###]
[###]	[###]	[###]
[###]	[###]	[###]
[###]	[###]	[###]

Customer may designate the seasonality allocation of the Annual Minimum Guarantee of Passengers Boarded (“AMGPB”) 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 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 [###] of each year, the seasonality allocation for the upcoming year will remain unchanged. The minimum seasonality percentage for any given month will be [###] or higher.

**Seasonality Allocation Schedule**

Month	Schedule for July 2017 - June 2018  Seasonality Percentage	Number of Monthly Minimum Guarantee of Passengers Boarded (“MMGPB”) per month based on Annual Minimum Guarantee of Passengers Boarded for Year 1  (% multiplied by AMGPB)  NOTE: The total of this column will always equal the applicable year’s AMGPB.	Minimum Monthly Fee  Hosted Services Bundle	Minimum Monthly Fee  Disaster Recovery
July	[###]	[###]	[###]	[###]
August	[###]	[###]	[###]	[###]
September	[###]	[###]	[###]	[###]
October	[###]	[###]	[###]	[###]
November	[###]	[###]	[###]	[###]
December	[###]	[###]	[###]	[###]
January	[###]	[###]	[###]	[###]
February	[###]	[###]	[###]	[###]
March	[###]	[###]	[###]	[###]
April	[###]	[###]	[###]	[###]
May	[###]	[###]	[###]	[###]
June	[###]	[###]	[###]	[###]

All passengers boarded in excess of these monthly minimum guarantees will be invoiced per terms described in Section 6.3 of this Agreement.

- b) **Look to Booked Segment Ratio.** A Look to Booked Segment Ratio of [###] will apply to all bookings as described in Section 1 of Exhibit A in regards to Peak Usage. A Look to Booked Segment Ratio of [###] will apply to all bookings as described in Section 1 of Exhibit A in regards to the Availability Request Overage Fee.
- c) **Availability Request Overage Fee** is the fee applied to each Utilized Availability Request in excess of the Maximum Availability Requests Allowed. The Availability Request Overage Fee is determined based on the [###], and will be applied to each excess Utilized Availability Request, as follows:
  - [###] lower than [###] = [###]
  - [###] to [###] = [###]
  - [###] to [###] = [###]
  - [###] greater than [###] = [###]

The [###].

Should Customer not utilize the [###], a flat fee of [###] will apply per Utilized Availability Request in excess of the

Maximum Availability Requests Allowed.



The parties mutually agree that a [###] grace period will be provided prior to invoicing Customer an Availability Request Overage Fee, allowing Customer to implement steps to reduce the Look to Booked Segment Ratio to a level that will not incur the Availability Request Overage Fee.

**1.1.2 Monthly Recurring Service Fees – Hosted Reservation Services - New Skies Add-On Products/Services:**

SELECTED	Products and/or Services	Description	Partners or Connections	Monthly Minimum Recurring Service Fee (per partner / connection)	Included in Monthly Recurring Service Fee	Monthly Overage Fee
<b>Note:</b> [###].						
<b>Hosted Reservation Services – New Skies Add-On Products/Services</b>						
X	GoNow	[###]	[###]	[###]	[###]	[###]
X	API Suites	[###]	[###]	[###]	[###]	[###]
X		[###]	[###]	[###]	[###]	[###]
X		[###]	[###]	[###]	[###]	[###]
X	Data Store Workbench	[###]	[###]	[###]	[###]	[###]
X	All-Inclusive Pricing	[###]	[###]	[###]	[###]	[###]
X	FTP Connectivity for Operational Messages	[###]	[###]	[###]	[###]	[###]
X	Type B / Teletype Connectivity for Operational Messages	[###]	[###]	[###]	[###]	[###]
X	Type B / Teletype GDS Connectivity	[###]	[###]	[###]	[###]	[###]
X	Government Security Message Facilitation	[###]	[###]	[###]	[###]	[###]
		[###]	[###]	[###]		
		[###]	[###]	[###]		
X		[###]	[###]	[###]	[###]	[###]
X		[###]	[###]	[###]	[###]	[###]
X		[###]	[###]	[###]	[###]	[###]
X	Loyalty	[###]	[###]	[###]	[###]	[###]

X	Ancillary Pricing Optimization (APO)	[###]	[###]	[###]	[###]	[###]
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SELECTED	Products and/or Services	Description	Partners or Connections	Monthly Minimum Recurring Service Fee (per partner / connection)	Included in Monthly Recurring Service Fee	Monthly Overage Fee
X	Message Facilitation for Connectivity to Accertify	[###]	[###]	[###]	[###]	[###]
X	Customer Value and Recognition	[###]	[###]	[###]	[###]	[###]
X		[###]	[###]			
X	Disaster Recovery Services	[###]	[###]	[###]	[###]	[###]
N/A	dotREZ API	[###]	[###]	[###]	[###]	[###]
					[###]	[###]
					[###]	[###]

**1.1.3 Monthly Recurring Service Fees – Hosting Services for NPS Custom Solutions:**

SELECTED	Products and/or Services	Description	Partners or Connections	Monthly Minimum Recurring Service Fee (per partner / connection)	Included in Monthly Recurring Service Fee	Monthly Overage Fee
<b>Note:</b> [###].						
<b>Hosting Services for NPS Custom Solutions</b>						
X	Hosting Services for NPS Custom Solutions	[###]	[###]	[###]	[###]	[###]
X		[###]	[###]	[###]	[###]	[###]

**1.2 Implementation Fees**

Unless otherwise mutually agreed and documented via an executed Amendment or Work Order:

- products and/or services that are not part of Customer’s initial purchase, require [###] of the corresponding Minimum Implementation Fee be paid in full upon execution of an Amendment to the Agreement to add such products and/or services, with the remaining [###] due and payable in full upon completion of the corresponding implementation project; and
- Minimum Implementation Fees exclude travel expenses and do not include any new development.

SELECTED	Products and/or Services	Description	Partners or Connections	Minimum Implementation Fee  (per partner / connection)	Maximum Number of Hours Included in Minimum Implementation Fee  (additional hours provided on a time and materials basis per Section 1.3)
[###]					
<b>Hosted Reservation Services – New Skies Add-On Products/Services</b>					
X	Customer Value and Recognition	[###]	[###]	[###]	[###]
X		[###]	[###]	[###]	[###]
N/A	dotREZ API	[###]	[###]	[###]	[###]

**1.3 Support Fees**

Support Center Support	Fees
<b>Initial Support:</b> Up to a maximum of [###] for Support Service Requests are available for use within the first [###] after go-live of the Hosted Reservation Services.	[###]
<b>On-going Support:</b> After initial support, up to a maximum of [###] for Support Service Requests are available for use on a monthly basis through the Term of the Agreement. This allotment is for the specified period only and may not be carried forward. All applicable hours are deducted in [###] minute increments with a minimum of [###] minutes per occurrence.	[###]
Additional support, training, additional implementation support, or development documented in an INC (or documented in a Work Order where such Work Order expressly references the hourly rates in this Section).	Dependent on level of resource:  <u><b>Level Hourly Rate</b></u>  [###] [###]  [###] [###]  [###] [###]  [###] [###]

**1.4 Other Fees**

Other Fees	Fees
Custom solution development, business process assistance, and/or Professional Services mutually agreed to and documented in an INC or Work Order as applicable.	[###]
Dedicated Account Management	[###]

**1.5 Payment of Implementation Fees.** Not Applicable – the Hosted Reservation Services are already implemented.

- 1.6 Fee Commencement after Implementation.** Not Applicable – the Hosted Reservation Services are already implemented.

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## **Section 3: EX-31.1 (CERTIFICATION OF THE CHIEF EXECUTIVE OFFICER PURSUANT TO SECTION 302 OF THE SARB)**

**Exhibit 31.1**

### **CERTIFICATION**

I, Robert L. Fornaro, certify that:

1. I have reviewed this quarterly report on Form 10-Q 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: June 12, 2018

/s/ Robert L. Fornaro

Robert L. Fornaro

Chief Executive Officer

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# Section 4: EX-31.2 (CERTIFICATION OF THE CHIEF FINANCIAL OFFICER PURSUANT TO SECTION 302 OF THE SARB)

Exhibit 31.2

## CERTIFICATION

I, Edward M. Christie, certify that:

1. I have reviewed this quarterly report on Form 10-Q 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: June 12, 2018

/s/ Edward M. Christie

Edward M. Christie

President and Chief Financial Officer

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